



भारत का राजपत्र The Gazette of India

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प्राधिकार से प्रकाशित
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सं. 52] नई दिल्ली, दिसम्बर 25—दिसम्बर 31, 2022, शनिवार/ पौष 4—पौष 10, 1944
No. 52] NEW DELHI, DECEMBER 25—DECEMBER 31, 2022, SATURDAY/ PAUSHA 4— PAUSHA 10, 1944

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

वित्त मंत्रालय
(राजस्व विभाग)

(केन्द्रीय अप्रत्यक्ष कर एवं सीमा शुल्क बोर्ड)

नई दिल्ली, 27 दिसम्बर, 2022

का. आ. 1398.—केन्द्र सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में राजस्व विभाग के अधीन, निम्नलिखित कार्यालयों जिनके 80 प्रतिशत से अधिक कर्मचारियों ने हिन्दी का कार्य साधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है:

1. कार्यालय आयुक्त, केन्द्रीय वस्तु एवं सेवा कर (अपील्स) आयुक्तालय, जोधपुर, जी-105 न्यू जोधपुर औद्योगिक क्षेत्र, जोधपुर-342003
2. केन्द्रीय वस्तु एवं सेवा कर लेखापरीक्षा आयुक्तालय (मुख्यालय), कानपुर, 117/7, सर्वोदय नगर कानपुर
3. केन्द्रीय वस्तु एवं सेवा कर लेखापरीक्षा सर्किल, कानपुर-1
4. केन्द्रीय वस्तु एवं सेवा कर लेखापरीक्षा सर्किल, कानपुर-2

5. केन्द्रीय वस्तु एवं सेवा कर लेखापरीक्षा सर्किल, इलाहाबाद
6. केन्द्रीय वस्तु एवं सेवा कर लेखापरीक्षा सर्किल, वाराणसी
7. केन्द्रीय वस्तु एवं सेवा कर लेखापरीक्षा सर्किल, गोरखपुर
8. केन्द्रीय वस्तु एवं सेवा कर लेखापरीक्षा सर्किल, मुख्यालय, कानपुर
9. कार्यालय, उप आयुक्त, केन्द्रीय वस्तु एवं सेवा कर, मंडल भावनगर-3

[फा. सं. ई-11017/3/2017- हिन्दी-2 डीओआर]

नीहारिका सिंह, निदेशक (राजभाषा)

MINISTRY OF FINANCE

(Department of Revenue)

(CENTRAL BOARD OF INDIRECT TAXES AND CUSTOMS)

New Delhi, the 27th December, 2022

S.O. 1398.—In pursuance of sub rule (4) of Rule 10 of the Official Languages (Use for Official Purpose of the Union) Rules, 1976, the Central Government, hereby notifies, the following offices under Department of revenue where more than 80% staff has acquired the working knowledge of Hindi:

1. Office of the Commissioner, Central Goods and Service Tax (Appeals) Commissionerate, Jodhpur, G-105 New Jodhpur Industrial Area, Jodhpur-342003
2. Central Goods and Service Tax Audit Commissionerate (HQ), Kanpur, 117/7, Sarvodaya Nagar Kanpur.
3. Central Goods and Service Tax Audit Circle, Kanpur-1
4. Central Goods and Service Tax Audit Circle, Kanpur-2
5. Central Goods and Service Tax Audit Circle, Allahabad
6. Central Goods and Service Tax Audit Circle, Varanasi
7. Central Goods and Service Tax Audit Circle, Gorakhpur
8. Central Goods and Service Tax Audit Circle, Headquarters, Kanpur
9. Office of the Deputy Commissioner, Central Goods and Service Tax, Circle Bhavnagar-3

[F. No E-11017/3/2017- Hindi-2 DOR]

NIHARIKA SINGH, Director (OL)

कोयला मंत्रालय

नई दिल्ली, 30 दिसम्बर, 2022

का. आ. 1399.—कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 9 की उप-धारा (1) के अधीन जारी की गई भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्यांक का.आ. 965, तारीख 13 अक्टूबर, 2022, जो भारत के राजपत्र, भाग II, खण्ड 3, उप-खण्ड (ii), तारीख 15 अक्टूबर, 2022 में प्रकाशित की गई थी, उक्त अधिसूचना से (जिसे इसमें इसके पश्चात् उक्त भूमि कहा गया है) संलग्न अनुसूची में वर्णित भूमि और ऐसी भूमि में या उस पर के सभी अधिकार, उक्त अधिनियम की धारा 10 की उप-धारा (1) के अधीन, सभी विल्लगनों से मुक्त होकर, आत्यंतिक रूप से केन्द्रीय सरकार में निहित हो गए हैं ;

और केन्द्रीय सरकार का यह समाधान हो गया है कि वेस्टर्न कोलफील्ड्स लिमिटेड, जिला नागपुर, महाराष्ट्र (जिसे इसमें इसके पश्चात् सरकारी कंपनी कहा गया है), ऐसे निबंधनों और शर्तों का जिन्हें केन्द्रीय सरकार इस निमित्त अधिरोपित करना उचित समझे, अनुपालन करने के लिए इच्छुक है;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 11 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि 224.24 हेक्टेयर (लगभग) अथवा 554.10 एकड़ (लगभग) माप वाली उक्त भूमि और इस प्रकार निहित उक्त भूमि में या उस पर के सभी अधिकार तारीख 15 अक्तूबर, 2022 से केन्द्रीय सरकार में इस प्रकार निहित बने रहने के बजाए, निम्नलिखित निबंधनों और शर्तों के अधीन रहते हुए सरकारी कंपनी में निहित हो जाएंगे,

अर्थात: -

- (1) सरकारी कंपनी, उक्त अधिनियम के उपबंधों के अधीन और अन्य सुसंगत विधियों के अधीन यथा अवधारित प्रतिकर, ब्याज, नुकसानियों, इत्यादि, और वैसी ही मदों की बाबत सभी संदाय करेगी;
- (2) संदेय रकमों का अवधारण करने के प्रयोजनों के लिए उक्त अधिनियम की धारा 14 के अधीन एक अधिकरण का गठन किया जाएगा, सरकारी कंपनी द्वारा शर्त (1) के अधीन और ऐसे किसी अधिकरण और उक्त अधिकरण की सहायता करने के लिए नियुक्त व्यक्तियों के संबंध में उपगत सभी व्यय, उक्त सरकारी कंपनी द्वारा वहन किए जाएंगे और इसी प्रकार निहित उक्त भूमि में या उस पर के अधिकारों के लिए या उनके संबंध में अपील, आदि सभी विधिक कार्यवाहियों की बाबत उपगत, सभी व्यय भी, सरकारी कंपनी द्वारा वहन किए जाएंगे;
- (3) सरकारी कंपनी, केन्द्रीय सरकार या उसके पदधारियों की, ऐसे किसी अन्य व्यय के संबंध में क्षतिपूर्ति करेगी जो इस प्रकार निहित उक्त भूमि में या उस पर के अधिकारों के बारे में केन्द्रीय सरकार या उसके पदधारियों द्वारा या उनके विरुद्ध किन्हीं कार्यवाहियों के संबंध में आवश्यक हो;
- (4) सरकारी कंपनी के पास उक्त भूमि में इस प्रकार निहित अधिकारों को केन्द्रीय सरकार के पूर्व अनुमोदन के बिना, किसी अन्य व्यक्ति को अंतरित करने की शक्ति नहीं होगी; और
- (5) सरकारी कंपनी, ऐसे निदेशों और शर्तों का पालन करेगी, जो केन्द्रीय सरकार द्वारा जब कभी आवश्यक हो, उक्त भूमि के विशिष्ट क्षेत्रों के लिए दिये जाएं या अधिरोपित किए जाएं।

[फा. सं. 43015/18/2019-एलएण्डआईआर]

राम शिरोमणि सरोज, निदेशक

MINISTRY OF COAL

New Delhi, the 30th December, 2022

S.O. 1399.—Whereas, on the publication of the notification of the Government of India in the Ministry of Coal, number S. O. 965, dated the 13th October, 2022, published in the Gazette of India, Part II, Section 3, Sub-Section (ii), dated the 15th October, 2022, issued under sub-section (1) of section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the lands and all rights in or over the lands described in the Schedule appended to the said notification (hereinafter referred to as the said land) vested absolutely in the Central Government free from all encumbrances under sub-section (1) of section 10 of the said Act ;

And, whereas, the Central Government is satisfied that the Western Coalfields Limited, District Nagpur, Maharashtra (hereinafter referred to as the Government Company) is willing to comply with such terms and conditions as the Central Government thinks fit to impose in this behalf;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 11 of the said Act, the Central Government hereby directs that the said lands measuring 224.24 hectares (approximately) or 554.10 acres (approximately) with all rights in or over the said lands so vested, shall with effect from 15th October, 2022 instead of continuing to so vest in the Central Government, shall vest in the Government company, subject to the following terms and conditions, namely:-

- (1) The Government company shall make all payments in respect of compensation, interest, damages and the like, as determined under the provisions of the said Act and other relevant laws;

- (2) A Tribunal shall be constituted under section 14 of the said Act, for the purpose of determining the amounts payable by the Government company under condition (1) and all expenditure incurred in connection with any such tribunal and persons appointed to assist the Tribunal shall be borne by the Government company and similarly, all expenditure incurred in respect of all legal proceedings like appeals, etc. for or in connection with the rights, in or over the said lands, so vested, shall also be borne by the Government company;
- (3) The Government company shall indemnify the Central Government and its officials against any other expenditure that may be necessary in connection with any proceedings by or against the Central Government or its officials regarding the rights in or over the said lands so vested;
- (4) The Government company shall have no power to transfer the aforesaid rights in the said lands so vested, to any other persons without the prior approval of the Central Government ; and
- (5) The Government company shall abide by such directions and conditions as may be given or imposed by the Central Government for particular areas of the said lands, as and when necessary.

[F. No. 43015/18/2019-LA&IR]

RAM SHIROMANI SAROJ, Director

श्रम और रोजगार मंत्रालय

नई दिल्ली, 21 दिसम्बर, 2022

का.आ. 1400.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स तमिलनाडु मिनरल्स लिमिटेड, चेन्नई के प्रबंधन के संबंध में नियोजकों और श्री के. लोगनाथन, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ सं. 514/2001) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 21.12.2022 को प्राप्त हुआ था।

[सं. एल-29012/36/1998-आईआर(एम)]

डी.के. हिमांशु, अवर सचिव

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 21st December, 2022

S.O. 1400.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 514/2001) of the Central Government Industrial Tribunal cum Labour Court, Chennai as shown in the Annexure, in the Industrial dispute between the employers in relation to M/s Tamilnadu Minerals Ltd., Chennai and Shri K. Loganathan, Worker, which was received along with soft copy of the award by the Central Government on 21.12.2022.

[No. 29012/36/1998-IR(M)]

D.K. HIMANSHU, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM- LABOUR COURT
CHENNAI****ID No. 514/2001****Present:** DIPTI MOHAPATRA, LL.M Presiding Officer**Date: 25.11.2022**

Sh. K. Loganathan
S/o Kanniappan
North Street, Seeliampatti Post
Attur Taluk
Salem

... 1st Party/Petitioner**AND**

M/s Tamilnadu Minerals Ltd.

The Chairman-cum-Managing Director
31. Kamarajar Salai, TWAD House
Chepauk, PO 2961
Chennai-600005

... 2nd Party/Respondent

Appearance:

For the First Party Petitioner : Advocate, Sri Ajoy Khose
For the Second Party Respondent : Advocates, M/s T.R. Sathiyamohan

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. L-29012/36/98/IR(M) dtd. 08.09.1998 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

“Whether Shri K. Loganathan, Ex-Chisleman worked on piece rate basis is a workman within the meaning of Section 2(S) of Industrial Disputes Act, 1947? If Sri K. Loganathan is a workman, whether the action of management of Tamil Nadu Minerals Ltd., Chennai in denying the employment to him with effect from December 1994 is justified or not?”

If not justified, to what relief Sri K. Loganathan is entitled?

2. It is pertinent to mention that pursuant to the order of Ministry of Labour and Employment, Government of India, the case record was transferred to CGIT by the State Industrial Tribunal vide its letter dtd 25.01.2001. On receipt, the record was taken to file as ID 514/2001 on dtd. 19.02.2001.

3. Since the claim Statement and the Counter Statement have already been filed by both the parties prior to the receipt of the Record from State Tribunal, due order was passed for issuance of Notice to the Representing Counsel fixing the case to 08.03.2001. The case was posted to several dates for almost for two years for the same purpose. On 17.07.2002, the Representing Counsels for both parties were present and Memo was filed informing that the Hon’ble Court granted stay of the proceedings which is supported vide Order of the Hon’ble Court in WP 25370/2002 and WMP 34858/2002 dtd. 17.07.2002. The proceeding was stayed till a Common Order of the Hon’ble Court dismissing the Writ Petition No. 12334/2004 and WMP 14413/2004 dated 03.11.2020 (received on 11.02.2021) in respect of entire batch cases including the case in hand. Accordingly, the case was re-scheduled for further proceeding vide order dtd. 13.04.2021. The case was listed for further proceeding. Due information was provided to the parties through the official website and through Notice Board. There was change of Vakalat on the part of the Respondent. The Learned Counsel sought for time to produce the Petitioner and to file Affidavit Evidence. Despite of several adjournments from the date of aforesaid High Court Order (Almost 9 adjournments) till 28.04.2022, neither the Petitioner appeared nor filed any Affidavit evidence. However without resorting to any coercive steps against the Petitioner, he was afforded with two more chances vide dtd. 31.05.2022 and 13.06.2022. The Petitioner did not turn up on those dates. On the other hand the Learned Counsel for the Petitioner submitted “No Instruction” and prays to dispose of the proceeding as deems fit. None on behalf of the Respondent was present. Since the Hon’ble Court directed for expeditious disposal, the Tribunal viewed sympathetically and afforded both parties to file their respective Affidavit Evidence listing the case to 15.06.2022 and 29.06.2022. The Petitioner did not turn up on that dates nor filed Affidavit Evidence. None appeared for Respondent. However, for the interest of justice the case was finally listed to 11.07.2022. Even on that day, the Petitioner did not turn up nor filed any Affidavit Evidence.

The material borne out from the discussion in preceding paragraphs, undoubtedly projects the fact that the Petitioner is not interested to proceed with the case. It is held that there exists no dispute for adjudication as referred by the Appropriate Govt.

In the result the reference is answered against the Petitioner.

An Award is passed accordingly.

Witnesses Examined:

For the 1st Party Petitioner : Nil
For the 2nd Party Respondent : Nil

Documents Marked:

On the Petitioner & Management side : Nil

DIPTI MOHAPATRA, Presiding Officer

नई दिल्ली, 21 दिसम्बर, 2022

का.आ. 1401.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स तमिलनाडु मिनेरल्स लिमिटेड, चेन्नई के प्रबंधन के संबद्ध नियोजकों और श्री वी. रामासामी, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ सं. 513/2001) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 21.12.2022 को प्राप्त हुआ था।

[सं. एल-29012/40/1998- आईआर(एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 21st December, 2022

S.O. 1401.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 513/2001) of the Central Government Industrial Tribunal cum Labour Court, Chennai as shown in the Annexure, in the Industrial dispute between the employers in relation to M/s Tamilnadu Minerals Ltd., Chennai and Shri V. Ramasamy, Worker, which was received along with soft copy of the award by the Central Government on 21.12.2022.

[No. L-29012/40/1998- IR(M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT

CHENNAI

ID No. 513/2001

Present: DIPTI MOHAPATRA, LL.M. Presiding Officer

Date: 25.11.2022

Sh. V. Ramasamy
S/o Venkatachalam
Keeripatti Post
Attur Taluk
Salem

... 1st Party/Petitioner

AND

M/s Tamilnadu Minerals Ltd
The Chairman-cum-Managing Director
31. Kamarajar Salai, TWAD House
Chepauk, PO 2961
Chennai-600005

... 2nd Party/Respondent

Appearance:

For the First Party Petitioner	:	Advocate, Sri Ajoy Khose
For the Second Party Respondent	:	Advocates, M/s T.R. Sathiyamohan

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. L-29012/40/98/IR(M) dtd. 08.09.1998 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

Whether Shri V. Ramasamy, Ex-Chisleman worked on piece rate basis is a workman within the meaning of Section 2(S) of Industrial Disputes Act, 1947? If Sri V. Ramasamy is a workman, whether the action of management of Tamil Nadu

Minerals Ltd., Chennai in denying the employment to him with effect from December 1994 is justified or not?

If not justified, to what relief Sri V. Ramasamy is entitled?

2. It is pertinent to mention that pursuant to the order of Ministry of Labour and Employment, Government of India, the case record was transferred to CGIT by the State Industrial Tribunal vide its letter dtd 25.01.2001. On receipt, the record was taken to file as ID 513/2001 on dtd. 19.02.2001.

3. Since the claim Statement and the Counter Statement have already been filed by both the parties prior to the receipt of the Record from State Tribunal, due order was passed for issuance of Notice to the Representing Counsel fixing the case to 08.03.2001. The case was posted to several dates for almost for two years for the same purpose. On 17.07.2002, the Representing Counsels for both parties were present and Memo was filed informing that the Hon'ble Court granted stay of the proceedings which is supported vide Order of the Hon'ble Court in WP 25370/2002 and WMP 34858/2002 dtd. 17.07.2002. The proceeding was stayed till a Common Order of the Hon'ble Court dismissing the Writ Petition No. 12334/2004 and WMP 14413/2004 dated 03.11.2020 (received on 11.02.2021) in respect of entire batch cases including the case in hand. Accordingly, the case was re-scheduled for further proceeding vide order dtd. 13.04.2021. The case was listed for further proceeding. Due information was provided to the parties through the official website and through Notice Board. There was change of Vakalat on the part of the Respondent. The Learned Counsel sought for time to produce the Petitioner and to file Affidavit Evidence. Despite of several adjournments from the date of aforesaid High Court Order (Almost 9 adjournments) till 28.04.2022, neither the Petitioner appeared nor filed any Affidavit evidence. However without resorting to any coercive steps against the Petitioner, he was afforded with two more chances vide dtd. 31.05.2022 and 13.06.2022. The Petitioner did not turn up on those dates. On the other hand the Learned Counsel for the Petitioner submitted "No Instruction" and prays to dispose of the proceeding as deems fit. None on behalf of the Respondent was present. Since the Hon'ble Court directed for expeditious disposal, the Tribunal viewed sympathetically and afforded both parties to file their respective Affidavit Evidence listing the case to 15.06.2022 and 29.06.2022. The Petitioner did not turn up on that dates nor filed Affidavit Evidence. None appeared for Respondent. However, for the interest of justice the case was finally listed to 11.07.2022. Even on that day, the Petitioner did not turn up nor filed any Affidavit Evidence.

The material borne out from the discussion in preceding paragraphs, undoubtedly projects the fact that the Petitioner is not interested to proceed with the case. It is held that there exists no dispute for adjudication as referred by the Appropriate Govt.

In the result the reference is answered against the Petitioner.

An Award is passed accordingly.

DIPTI MOHAPATRA, Presiding Officer

Witnesses Examined:

For the 1 st Party Petitioner	:	Nil
For the 2 nd Party Respondent	:	Nil

Documents Marked:

<u>On the Petitioner & Management side</u>	:	Nil
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नई दिल्ली, 21 दिसम्बर, 2022

का.आ. 1402.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स तमिलनाडु मिनरल्स लिमिटेड, चेन्नई के प्रबंधन के संबद्ध नियोजकों और श्री वी. पेरुमल, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ सं. 512/2001) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 21.12.2022 को प्राप्त हुआ था।

[सं. एल-29012/33/1998- आईआर(एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 21st December, 2022

S.O. 1402.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 512/2001) of the Central Government Industrial Tribunal cum Labour Court, Chennai as shown in the Annexure, in the Industrial dispute between the employers in relation to M/s Tamilnadu Minerals Ltd., Chennai and Shri V. Perumal, Worker, which was received along with soft copy of the award by the Central Government on 21.12.2022.

[No. L-29012/33/1998- IR(M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM - LABOUR COURT

CHENNAI

ID No. 512/2001

Present: DIPTI MOHAPATRA, LL.M, Presiding Officer

Date: 25.11.2022

Sh. V. Perumal
S/o Vellaiyakavundar
Keelthombai, Keeripatti Post
Attur Taluk
Salem

... 1st Party/Petitioner

AND

M/s Tamilnadu Minerals Ltd.
The Chairman-cum-Managing Director
31. Kamarajar Salai, TWAD House
Chepauk, PO 2961
Chennai-600005

... 2nd Party/Respondent

Appearance:

For the First Party Petitioner	:	Advocate, Sri Ajoy Khose
For the Second Party Respondent	:	Advocates, M/s T.R. Sathiyamohan

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. L-29012/33/98/IR(M) dtd. 08.09.1998 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

“Whether Shri V. Perumal, Ex-Chisleman worked on piece rate basis is a workman within the meaning of Section 2(S) of Industrial Disputes Act, 1947? If Sri V. Perumal is a workman, whether the action of management of Tamil Nadu Minerals Ltd., Chennai in denying the employment to him with effect from December 1994 is justified or not?

If not justified, to what relief Sri V. Perumal is entitled?

2. It is pertinent to mention that pursuant to the order of Ministry of Labour and Employment, Government of India, the case record was transferred to CGIT by the State Industrial Tribunal vide its letter dtd 25.01.2001. On receipt, the record was taken to file as ID 512/2001 on dtd. 19.02.2001.

3. Since the claim Statement and the Counter Statement have already been filed by both the parties prior to the receipt of the Record from State Tribunal, due order was passed for issuance of Notice to the Representing Counsel fixing the case to 08.03.2001. The case was posted to several dates for almost for two years for the same purpose. On 17.07.2002, the Representing Counsels for both parties were present and Memo was filed informing that the Hon'ble Court granted stay of the proceedings which is supported vide Order of the Hon'ble Court in WP 25370/2002 and WMP 34858/2002 dtd. 17.07.2002. The proceeding was stayed till a Common Order of the Hon'ble Court dismissing the Writ Petition No. 12334/2004 and WMP 14413/2004 dated

03.11.2020 (received on 11.02.2021) in respect of entire batch cases including the case in hand. Accordingly, the case was re-scheduled for further proceeding vide order dtd. 13.04.2021. The case was listed for further proceeding. Due information was provided to the parties through the official website and through Notice Board. There was change of Vakalat on the part of the Respondent. The Learned Counsel sought for time to produce the Petitioner and to file Affidavit Evidence. Despite of several adjournments from the date of aforesaid High Court Order (Almost 9 adjournments) till 28.04.2022, neither the Petitioner appeared nor filed any Affidavit evidence. However without resorting to any coercive steps against the Petitioner, he was afforded with two more chances vide dtd. 31.05.2022 and 13.06.2022. The Petitioner did not turn up on those dates. On the other hand the Learned Counsel for the Petitioner submitted "No Instruction" and prays to dispose of the proceeding as deems fit. None on behalf of the Respondent was present. Since the Hon'ble Court directed for expeditious disposal, the Tribunal viewed sympathetically and afforded both parties to file their respective Affidavit Evidence listing the case to 15.06.2022 and 29.06.2022. The Petitioner did not turn up on that dates nor filed Affidavit Evidence. None appeared for Respondent. However, for the interest of justice the case was finally listed to 11.07.2022. Even on that day, the Petitioner did not turn up nor filed any Affidavit Evidence.

The material borne out from the discussion in preceding paragraphs, undoubtedly projects the fact that the Petitioner is not interested to proceed with the case. It is held that there exists no dispute for adjudication as referred by the Appropriate Govt.

In the result the reference is answered against the Petitioner. The ID case stands dismissed.

An Award is passed accordingly.

DIPTI MOHAPATRA, Presiding Officer

Witnesses Examined:

For the 1 st Party Petitioner	:	Nil
For the 2 nd Party Respondent	:	Nil

Documents Marked:

On the Petitioner & Management side : Nil

नई दिल्ली, 21 दिसम्बर, 2022

का.आ. 1403.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार गेल (इंडिया) लिमिटेड, औरैया के प्रबंधन के संबद्ध नियोजकों और श्री रघुराज सिंह, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कानपुर के पंचाट (संदर्भ सं. 20/2020) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 21.12.2022 को प्राप्त हुआ था।

[सं. जेड-16025/04/2022- आईआर(एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 21st December, 2022

S.O. 1403.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.20/2020) of the Central Government Industrial Tribunal -cum -Labour Court, Kanpur as shown in the Annexure, in the Industrial dispute between the employers in relation to GAIL (India) Limited, Auraiya (U.P.) and Shri Raghuraj Singh, Worker, which was received along with soft copy of the award by the Central Government on 21.12.2022.

[No. Z-16025/04/2022- IR(M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE SHRI SOMA SHEKHAR JENA, PRESIDING OFFICER CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM- LABOUR COURT KANPUR

Present: SOMA SHEKHAR JENA, HJS (Retd.)

I.D. No. 20 of 2020

No. K-10/2-1/2020-IR dated 09.07.2020

BETWEEN

The Raghuraj Singh
S/o Shri Shiv Narain Singh,
Indra Nagar, Dibiyapur,
Distt-Auraiya-206244(UP)

AND

The Executive Director,
GAIL(India) Limited,
PO: Pata, Vill-Dibiyapur,
Distt-Auraiya-206244(U.P)

AWARD

This award arises in respect of the reference mentioned in the schedule stated below as received from the Office of Dy. Chief Labour Commissioner (Central), Kanpur in letter No. K-10/2-1/2020-IR dated 09.07.2020

SCHEDULE

‘Whether the action of management of GAIL(India) Limited, Pata, District Auraiya, retrenching the services of Shri Raghuraj Singh without complying with the provisions of Section 25F of Industrial Disputes Act, 1947 is just, fair and legal? If not, to what relief the concerned workman is entitled to and from which date?’

On receipt of notification, notices were issued to both the parties on 24th July 2020 fixing 14.08.2020 for filing of statement of claim. The claimant workman failed to file statement of claim on the date fixed. Afterwards several dates were fixed for filing of statement of claim by the claimant workman but no statement of claim has been filed.

On perusal of the record it is found that though several dates were fixed for filing of statement of claim none appeared on behalf of the claimant workman before the Tribunal. Despite ample opportunities to claimant workman for submitting statement of claim; the claimant workman failed to present the case before the Tribunal. Under the circumstances the case was reserved for final award for non-appearance claimant workman.

From the aforesaid circumstances it is presumable that the claimant workman is not interested in prosecuting the case further before the Tribunal.

Hence in the given circumstances the reference stands disposed of as of ‘NIL’ award.

Parties are left to bear their respective costs.

Date: 09.12.2022

SOMA SHEKHAR JENA, Presiding Officer

नई दिल्ली, 21 दिसम्बर, 2022

का.आ. 1404.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार गेल (इंडिया) लिमिटेड, औरैया के प्रबंधन के संबद्ध नियोजकों और श्री सुशील कुमार सिंह, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कानपुर के पंचाट (संदर्भ सं. 41/2020) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 21.12.2022 को प्राप्त हुआ था।

[सं. जेड-16025/04/2022- आईआर(एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 21st December, 2022

S.O. 1404.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.41/2020) of the Central Government Industrial Tribunal cum Labour Court, Kanpur as shown in the Annexure, in the Industrial dispute between the employers in relation to GAIL (India) Limited, Auraiya (U.P.) and Shri Sushil Kumar Singh, Worker, which was received along with soft copy of the award by the Central Government on 21.12.2022.

[No. Z-16025/04/2022- IR(M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

**BEFORE SHRI SOMA SHEKHAR JENA, PRESIDING OFFICER CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT KANPUR**

Present: SOMA SHEKHAR JENA, HJS (Retd.)

I.D. No. 41 of 2020

No. K-10/2-4/2020-IR dated 09.11.2020

BETWEEN

Sh. Sushil Kumar Singh
C/o Mr. Sharad Rana (Pradhan)
Behind Jamuha Samit,
Indra Nagar, Dibiyapur
Distt: Auraiya (UP)-206244

AND

The General Manager (HR),
GAIL (India) Limited,
PO: Pata, Vill: Dibiyapur,
Distt: Auraiya (UP)-206244

AWARD

This award arises in respect of the reference mentioned in the schedule stated below as received from the Office of Dy. Chief Labour Commissioner (Central), Kanpur in letter No. K-10/2-4/2020-IR dated 09.11.2020

SCHEDULE

‘Whether the demand of Shri Sushil Kumar Singh for his regularization of services with the management of GAIL (India) Limited, Pata to the post of Steno, is legal and justified? If not to what relief the workman is entitled to and from which date?’

On receipt of the letter, notices were issued to both the parties on 24th June 2021 fixing 31.08.2021 for filing of statement of claim. The claimant workman failed to appear on the date fixed. Afterwards several dates were fixed for filing of statement of claim by the claimant workman but failed.

On perusal of the record it is found that though several dates were fixed for filing of statement of claim none appeared on behalf of the claimant workman before the Tribunal. Despite ample opportunities to claimant workman for submitting statement of claim; the claimant workman failed to present the case before the Tribunal. On 03.11.2022 the case was reserved for final award for non-appearance claimant workman.

From the aforesaid circumstances it is presumable that the claimant workman is not interested in prosecuting the case further before this Tribunal.

Hence in the given circumstances the reference stands disposed of as of ‘NIL’ award.

Parties are left to bear their respective costs.

Date: 30.11.2022

SOMA SHEKHAR JENA, Presiding Officer

नई दिल्ली, 21 दिसम्बर, 2022

का.आ. 1405.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स ओएनजीसी लिमिटेड; मेसर्स होटल इन्दर लोक एंड मेसर्स होटल ओपी रेजीडेंसी, देहरादून के प्रबंधन के संबद्ध नियोजकों और श्री दिवाकर चौरसिया, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, नई दिल्ली के पंचाट (संदर्भ सं. 129/2019) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 12.12.2022 को प्राप्त हुआ था।

[सं. एल-30012/21/2019- आईआर(एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 21st December, 2022

S.O. 1405.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.129/2019) of the Central Government Industrial Tribunal cum Labour Court-I, New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to M/s ONGC Ltd.; M/s Hotel Inder Lok and M/s Hotel OP Residency, Dehradun, and Shri Diwakar Chaurasia, Worker, which was received along with soft copy of the award by the Central Government on 12.12.2022.

[No. L-30012/21/2019 - IR(M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

**BEFORE THE JUSTICE VIKAS KUNVAR SRIVASTAVA (RETD.), PRESIDING OFFICER,
GOVERNMENT OF INDIA, MINISTRY OF LABOUR & EMPLOYMENT, CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL CUM-LABOUR COURT-I, NEW DELHI**

ID.NO. 129/2019

Sh.Diwakar Chaurasia,
At—90, Ballupur, Dehradun,
Uttarakhand-248001.

.... Workman

Versus

1. The General Manager,
(Corporate Administration),
M/s ONGC Ltd., Tel Bhawan,
Dehradun-248003.
2. The Managing Director,
M/s Hotel OP Residency,
Dehradun-248001.
3. The Managing Director,
M/s Hotel OP Residency,
Rajender Nagar, Kaulagarh Road,
Dehradun-248001

... Management

AWARD

In the present case, a reference was received from the appropriate Government vide letter No.-30012/21/2019-IR(M) dated 27.05.2019 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

SCHEDULE

“Whether the demand of Shri Diwakar Chaurasia to be reinstated in the service by the present contractor M/s LP Residency or for that matter any contractor working as on date

as per fair wage policy of ONGC limited, Dehradun is proper, legal and justified ? If so, what relief Shri Diwakar Chaurasia is entitled to and from which date ?”

2. In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, management union opted not to file the written statement with the Tribunal.

3. On receipt of the above reference, notice was sent to the workman as well as the managements. Neither the postal article sent to the claimant, referred above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred above. Therefore, every presumption lies in favour of the fact that the above notice was served upon the claimant. Despite service of the notice, claimant opted to abstain away from the proceedings. No claim statement was filed on his behalf. Thus, it is clear that the workman is not interested in adjudication of the reference on merits.

4. Since the workman has neither put in his appearance nor has he led any evidence so as to prove his cause against the management, this Tribunal is left with no choice, except to pass a 'No Dispute/Claim' award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Justice VIKAS KUNAVAR SHRIVASTAVA (Retd.), Presiding Officer

नई दिल्ली, 21 दिसम्बर, 2022

का.आ. 1406.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स तमिलनाडु मिनरल्स लिमिटेड, चेन्नई के प्रबंधन के संबद्ध नियोजकों और श्री एस. रामासामी, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ सं. 530/2001) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 21.12.2022 को प्राप्त हुआ था।

[सं. एल-29012/48/1998- आईआर(एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 21st December, 2022

S.O. 1406.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 530/2001) of the Central Government Industrial Tribunal cum Labour Court, Chennai as shown in the Annexure, in the Industrial dispute between the employers in relation to M/s Tamilnadu Minerals Ltd., Chennai and Shri S. Ramasamy, Worker, which was received along with soft copy of the award by the Central Government on 21.12.2022.

[No. L-29012/48/1998- IR(M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT CHENNAI

ID No. 530/2001

Present: DIPTI MOHAPATRA, LL.M. PRESIDING OFFICER

Date: 02.12.2022

Sh. S. Ramasamy
S/o Chellamuthu
Seeliampatti Post
Attur Taluk
Salem-636001

... 1st Party/Petitioner

AND

M/s Tamilnadu Minerals Ltd
 The Chairman-cum-Managing Director
 31. Kamarajar Salai, TWAD House
 Chepauk, PO 2961
 Chennai-600005

... 2nd Party/Respondent

Appearance:

For the First Party Petitioner : Advocate, Sri Ajoy Khose
 For the Second Party Respondent : Advocates, M/s T.R. Sathiyamohan

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. L-29012/48/98/IR(M) dtd. 16.11.1998 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

“Whether Shri S. Ramasamy, Ex-Chisleman worked on piece rate basis is a workman within the meaning of Section 2(S) of Industrial Disputes Act, 1947? If Sri S. Ramasamy is a workman, whether the action of management of Tamil Nadu Minerals Ltd., Chennai in denying the employment to him with effect from December 1994 is justified or not?

If not justified, to what relief Sri S. Ramasamy is entitled?

2. It is pertinent to mention that pursuant to the order of Ministry of Labour and Employment, Government of India, the case record was transferred to CGIT by the State Industrial Tribunal vide its letter dtd 25.01.2001. On receipt, the record was taken to file as ID 530/2001 on dtd. 20.02.2001.

3. Since the claim Statement and the Counter Statement have already been filed by both the parties prior to the receipt of the Record from State Tribunal, due order was passed for issuance of Notice to the Representing Counsel fixing the case to 09.03.2001. The case was posted to several dates for almost for two years for the same purpose. On 17.07.2002, the Representing Counsels for both parties were present and Memo was filed informing that the Hon'ble Court granted stay of the proceedings which is supported vide Order of the Hon'ble Court in WP 25370/2002 and WMP 34858/2002 dtd. 17.07.2002. The proceeding was stayed till a Common Order of the Hon'ble Court dismissing the Writ Petition No. 12334/2004 and WMP 14413/2004 dated 03.11.2020 (received on 11.02.2021) in respect of entire batch cases including the case in hand. Accordingly, the case was re-scheduled for further proceeding vide order dtd. 13.04.2021. The case was listed for further proceeding. Due information was provided to the parties through the official website and through Notice Board. There was change of Vakalat on the part of the Respondent. The Learned Counsel sought for time to produce the Petitioner and to file Affidavit Evidence. Despite of several adjournments from the date of aforesaid High Court Order (Almost 9 adjournments) till 28.04.2022, neither the Petitioner appeared nor filed any Affidavit evidence. However without resorting to any coercive steps against the Petitioner, he was afforded with two more chances vide dtd. 31.05.2022 and 13.06.2022. The Petitioner did not turn up on those dates. On the other hand the Learned Counsel for the Petitioner submitted “No Instruction” and prays to dispose of the proceeding as deems fit. None on behalf of the Respondent was present. Since the Hon'ble Court directed for expeditious disposal, the Tribunal viewed sympathetically and afforded both parties to file their respective Affidavit Evidence listing the case to 15.06.2022 and 29.06.2022. The Petitioner did not turn up on that dates nor filed Affidavit Evidence. None appeared for Respondent. However, for the interest of justice the case was finally listed to 11.07.2022. Even on that day, the Petitioner did not turn up nor filed any Affidavit Evidence.

The material borne out from the discussion in preceding paragraphs, undoubtedly projects the fact that the Petitioner is not interested to proceed with the case. It is held that there exists no dispute for adjudication as referred by the Appropriate Govt.

In the result the reference is answered against the Petitioner. The ID case stands dismissed.

An Award is passed accordingly.

PRANITA MOHANTY, Presiding Officer

Witnesses Examined:

For the 1st Party Petitioner : Nil
 For the 2nd Party Respondent : Nil

Documents Marked:

On the Petitioner & Management side : Nil

नई दिल्ली, 21 दिसम्बर, 2022

का.आ. 1407.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स तमिलनाडु मिनरल्स लिमिटेड, चेन्नई के प्रबंधन के संबद्ध नियोजकों और श्री के. एम. थंगराज, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ सं. 536/2001) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 21.12.2022 को प्राप्त हुआ था।

[सं. एल-29012/50/1998- आईआर(एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 21st December, 2022

S.O. 1407.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 536/2001) of the Central Government Industrial Tribunal cum Labour Court, Chennai as shown in the Annexure, in the Industrial dispute between the employers in relation to M/s Tamilnadu Minerals Ltd., Chennai and Shri K.M. Thangaraj, Worker, which was received along with soft copy of the award by the Central Government on 21.12.2022.

[No. L-29012/50/1998- IR(M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM - LABOUR COURT
CHENNAI****ID No. 536/2001****Present:** DIPTI MOHAPATRA, LL.M. Presiding Officer**Date: 02.12.2022**

Sh. K.M. Thangaraj
S/o Muthusamy
Kallukattu, Paithur Post
Attur Taluk
Salem-636001

... 1st Party/Petitioner**AND**

M/s Tamilnadu Minerals Ltd
The Chairman-cum-Managing Director
31. Kamarajar Salai, TWAD House
Chepauk, PO 2961
Chennai-600005

... 2nd Party/Respondent**Appearance:**

For the First Party Petitioner	:	Advocate, Sri Ajoy Khose
For the Second Party Respondent	:	Advocates, M/s T.R. Sathiyamohan

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. L-29012/50/98/IR(M) dtd. 11.12.1998 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

“Whether Sri KM Thangaraj, Ex-Chisleman worked on piece rate basis is a workman within the meaning of Section 2(S) of Industrial Disputes Act, 1947? If Sri KM Thangaraj is a workman, whether the action of management of Tamil Nadu

Minerals Ltd., Chennai in denying the employment to him with effect from December 1994 is justified or not?

If not justified, to what relief Sri KM Thangaraj is entitled?

2. It is pertinent to mention that pursuant to the order of Ministry of Labour and Employment, Government of India, the case record was transferred to CGIT by the State Industrial Tribunal vide its letter dtd 25.01.2001. On receipt, the record was taken to file as ID 536/2001 on dtd. 22.02.2001.

3. Since the claim Statement and the Counter Statement have already been filed by both the parties prior to the receipt of the Record from State Tribunal, due order was passed for issuance of Notice to the Representing Counsel fixing the case to 12.03.2001. The case was posted to several dates for almost for two years for the same purpose. On 17.07.2002, the Representing Counsels for both parties were present and Memo was filed informing that the Hon'ble Court granted stay of the proceedings which is supported vide Order of the Hon'ble Court in WP 25370/2002 and WMP 34858/2002 dtd. 17.07.2002. The proceeding was stayed till a Common Order of the Hon'ble Court dismissing the Writ Petition No. 12334/2004 and WMP 14413/2004 dated 03.11.2020 (received on 11.02.2021) in respect of entire batch cases including the case in hand. Accordingly, the case was re-scheduled for further proceeding vide order dtd. 13.04.2021. The case was listed for further proceeding. Due information was provided to the parties through the official website and through Notice Board. There was change of Vakalat on the part of the Respondent. The Learned Counsel sought for time to produce the Petitioner and to file Affidavit Evidence. Despite of several adjournments from the date of aforesaid High Court Order (Almost 8/9 adjournments) till 28.04.2022, neither the Petitioner appeared nor filed any Affidavit evidence. However without resorting to any coercive steps against the Petitioner, he was afforded with two more chances vide dtd. 31.05.2022 and 13.06.2022. The Petitioner did not turn up on those dates. On the other hand the Learned Counsel for the Petitioner submitted "No Instruction" and prays to dispose of the proceeding as deems fit. None on behalf of the Respondent was present. Since the Hon'ble Court directed for expeditious disposal, the Tribunal viewed sympathetically and afforded both parties to file their respective Affidavit Evidence listing the case to 15.06.2022 and 29.06.2022. The Petitioner did not turn up on that dates nor filed Affidavit Evidence. None appeared for Respondent. However, for the interest of justice the case was finally listed to 11.07.2022. Even on that day, the Petitioner did not turn up nor filed any Affidavit Evidence.

The material borne out from the discussion in preceding paragraphs, undoubtedly projects the fact that the Petitioner is not interested to proceed with the case. It is held that there exists no dispute for adjudication as referred by the Appropriate Govt.

In the result the reference is answered against the Petitioner. The ID case stands dismissed.

An Award is passed accordingly.

DIPTI MOHAPATRA, Presiding Officer

Witnesses Examined:

For the 1 st Party Petitioner	:	Nil
For the 2 nd Party Respondent	:	Nil

Documents Marked:

<u>On the Petitioner & Management side</u>	:	Nil
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नई दिल्ली, 21 दिसम्बर, 2022

का.आ. 1408.—औद्योगिक विवाद अधिनियम, 1947(1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड; मेसर्स ए. सवारिअपिचाई के प्रबंधन के संबद्ध नियोजकों और भारत पेट्रोलियम वर्क्स यूनियन, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ सं. 92/2015) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 21.12.2022 को प्राप्त हुआ था।

[सं. एल-30011/63/2007- आईआर(एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 21st December, 2022

S.O. 1408.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 92/2015) of the Central Government Industrial Tribunal cum Labour Court, Chennai as shown in the Annexure, in the Industrial dispute between the employers in relation to Bharat Petroleum Corporation Ltd.; M/s A. Savariapitchai and Bharat Petroleum Workers Union, which was received along with soft copy of the award by the Central Government on 21.12.2022.

[No. L-30011/63/2007- IR(M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE**BEFORE THE CGIT-CUM-LABOUR COURT AND EMPLOYEES PROVIDENT FUND APPELLATE TRIBUNAL CHENNAI****I.D. No. 92/2015****Present :** DIPTI MOHAPATRA, LL.M. Presiding Officer**05.08.2022**

The General Secretary
Bharat Petroleum Workers Union (CITU)
16, Masilamanipuram 3rd Street
Tuticorin-628008

...1st Party/Petitioner Union**AND**

1. The Manager
Bharat Petroleum Corporation Ltd.
(LPG Filling Plant)
Madurai Bye-Pass Road
Sipcot
Tuticorin-628008

...2nd Party/1st Respondent

2. Sri S.B. Gunasingh
M/s A. Savariapitchai
397/12B, Lion's Town
Tuticorin-628001

...2nd Party/2nd Respondent**Appearance:**

For the 1 st Party/Petitioner	:	Advocate, M/s D. Geetha
For the 2 nd Party/1 st Management	:	Advocate, M/s T.S. Gopalan & Co.
For the 2 nd Party/2 nd Management	:	Advocate, M/s R. Arumugam

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. L-30011/63/2007-IR (M) dtd. 16.06.2015 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

“Whether the contract awarded by BPCL, LPG Bottling Plant, Tuticorin to the Contractor S.B. Gunasingh, Tuticorin is sham and nominal? If yes, whether the demand of the Union for absorption of 20 contract workers (List enclosed) as regular employees in the establishment of Bharat Petroleum Corporation Ltd, LPG Bottling Plant, Tuticorin, is legal and justified? What relief the workmen are entitled to?”

2. On receipt of the above reference from the appropriate Government the dispute is registered as ID No. 92/2015 and due notices were issued to both the parties for their appearance fixing the case to 08.07.2021. During the course of proceeding on 04.10.2015, the Representing Counsel for R1 filed Memo regarding the initiation of Writ Petition before the Hon`ble Court and sought for time to produce the Order. On 20.10.2015, the Hon`ble Court Order in WP (MD) 18502/2015 was received wherein the Hon`ble Court directed to maintain status-quo. On 26.08.2016, this Tribunal received the copy of the order in WMP No. 9444/2016 dtd.

05.08.2016 (arising out of the aforesaid Writ Petition). The Hon'ble Court while parting the WMP directed the Labour Court to maintain status-quo with regard to the dispute. As per the Order Sheet dtd. 07.09.2016, the Order of Stay before the Tribunal and the proceeding was stayed. On 12.01.2022, the Tribunal received the copy of the WMP (MD) No. 18502/2015 and MP (MD) No. 1 and 2/2015 and WMP (MD) No. 9444/2016 wherein the Writ Petition was dismissed as withdrawn.

3. On 31.03.2022, the Counsel for the Petitioner and First Respondent were present and filed Memo stating that the WP (MD) 18502/2015 and MP (MD) No. 1 & 2 of 2015 and WMP (MD) No. 9444 of 2016 was dismissed as withdrawn vide Order dtd. 16.12.2021. Accordingly, the parties do not want to proceed with the case. The General Secretary alongwith the Learned Counsel were present. The General Secretary was testified in support of the contentions in the Memo regarding the fact that the members of the Union do not want to proceed with the case. The Memo was enclosed with a list of names of the General Secretary, Sri R. Lenus and names of Executive Body. The signature of the General Secretary appears in the list.

4. It is pertinent to mention that the First Party Union, the Bharat Petroleum Workers Union (represented through General Secretary) do not want to proceed with the case and filed the memo for withdrawal. It is held that the First Party Union without being coerced, influenced from any corner files the Withdrawal Memo, the Second Party Respondent raises no dispute on this aspect. Accordingly, it is held that the contentions of Memo of Withdrawal has got sufficient force for consideration. The prayer is allowed as there exists no dispute for adjudication as per the reference.

The Industrial Dispute stands dismissed as withdrawn.

DIPTI MOHAPATRA, Presiding Officer

नई दिल्ली, 21 दिसम्बर, 2022

का.आ. 1409.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स मुंबई इंटरनेशनल एयरपोर्ट्स प्राइवेट लिमिटेड; एयरपोर्ट्स ऑथोरिटी ऑफ़ इंडिया एंड मेसर्स क्रिस्टल एविएशन सर्विस (पी) लिमिटेड के प्रबंधन के संबद्ध नियोजकों और इंडियन एयरपोर्ट्स एम्प्लॉईस यूनियन, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, मुंबई के पंचाट (संदर्भ सं. कम्प्लेंट न. सी.जी.आई.टी. -2/1 ऑफ़ 2011 (अरीसिंग आउट ऑफ़ रिफरेन्स न. सी.जी.आई.टी.-2/27 ऑफ़ 2003) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 21.12.2022 को प्राप्त हुआ था।

[सं. जेड-16025/03/2022- आईआर(एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 21st December, 2022

S.O. 1409.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-2/1 of 2011 (Arising out of Reference No.CGIT-2/27 of 2003) of the Central Government Industrial Tribunal cum Labour Court-2, Mumbai as shown in the Annexure, in the Industrial dispute between the employers in relation to M/s Mumbai International Airports Pvt. Ltd.; Airports Authority of India and M/s Krystal Aviation Service (P) Ltd. and Indian Airports Employees Union, which was received along with soft copy of the award by the Central Government on 21.12.2022.

[No. Z-16025/03/2022- IR(M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, MUMBAI

Present: LAXMI NARAIN JINDAL, Presiding Officer

COMPLAINT No. CGIT-2/ 1 of 2011

[Arising out of Reference No. CGIT-2/ 27 of 2003]

PARTIES:-

Indian Airports Employees' Union
CPWD Staff Colony, Sahargao,

MUMBAI – 400 099

... COMPLAINANT

V/s.

1. M/s. Mumbai International Airports Pvt. Ltd.,
Through their Managing Director
Chhatrapati Shivaji International Airport – Terminal -IB
Vile Parle (East), Mumbai – 400 099.
2. Airports Authority of India,
Through their Regional Executive Director (WR),
Chhatrapati Shivaji International Airport,
New Airport Colony, Vile Parle (East),
Mumbai – 400 099
3. M/s. Krystal Aviation Services (P) Ltd.,
15, Krystal House, Dr. Mankikar Road,
Duncan Causeway Road, Sion Talav,
Mumbai – 400 022.

.... OPPONENTS

APPEARANCES:

FOR THE COMPLAINANT

: Ms. P. S. Shetty,
Advocate with Ms. Deepti
Gopinath, General Secretary
of the Complainant Union

FOR THE OPPONENTS

: Ms. Jayeeta Das,
Advocate for Opponent No.1
Ms. Geeta Raju, Advocate
for Opponent No.2
Shri D.H. Patil, Advocate
for Opponent No.3.

Mumbai, dated the 9th November, 2022.**AWARD**

The present complaint is under Section 33-A of the Industrial Disputes Act, 1947.

The complainant herein is the Indian Airports Employees' Union having its office at CPWD Staff Colony, Sahargaon, Mumbai, which is a registered Trade Union under the Trade Unions' Act, 1926.

Today, an application has been filed on behalf of the complainant Trade Union to withdraw the present complaint by alleging that the matter in question has been amicably settled by the contractor – M/s. Krystal Aviation Services (P) Ltd.

The said application for withdrawal is signed by Ms. Deepti Gopinath, General Secretary of the complainant union.

The opposite parties No.1 to 3 have endorsed their no objection on the said application itself.

Heard.

In view of the above settlement as alleged in the application, the present complaint under Section 33-A of the Industrial Disputes Act, 1947, is dismissed as withdrawn.

File after needful be consigned to the record room.

LAXMI NARAIN JINDAL, Presiding Officer

नई दिल्ली, 21 दिसम्बर, 2022

का.आ. 1410.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स तमिलनाडु मिनरल्स लिमिटेड, चेन्नई के प्रबंधन के संबंधित नियोजकों और श्री पी. कासी, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई के पंचाट

(संदर्भ सं. 537/2001) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 21.12.2022 को प्राप्त हुआ था।

[सं. एल-29012/53/1998- आईआर(एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 21st December, 2022

S.O. 1410.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 537/2001) of the Central Government Industrial Tribunal cum Labour Court, Chennai as shown in the Annexure, in the Industrial dispute between the employers in relation to M/s Tamilnadu Minerals Ltd., Chennai and Shri P. Kasi, Worker, which was received along with soft copy of the award by the Central Government on 21.12.2022.

[No. L-29012/53/1998- IR(M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT CHENNAI

ID No. 537/2001

Present: DIPTI MOHAPATRA, LL.M. Presiding Officer

Date: 02.12.2022

Sh. P. Kasi
S/o Perumal
Kelthombai, Keeripatti Post
Attur Taluk
Salem-636001

... 1st Party/Petitioner

AND

M/s Tamilnadu Minerals Ltd
The Chairman-cum-Managing Director
31. Kamarajar Salai, TWAD House
Chepauk, PO 2961
Chennai-600005

... 2nd Party/Respondent

Appearance:

For the First Party Petitioner	:	Advocate, Sri Ajoy Khose
For the Second Party Respondent	:	Advocates, M/s T.R. Sathiyamohan

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. L-29012/53/98/IR(M) dtd. 11.12.1998 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

“Whether Sri P. Kasi, Ex-Chisleman worked on piece rate basis is a workman within the meaning of Section 2(S) of Industrial Disputes Act, 1947? If Sri P. Kasi is a workman, whether the action of management of Tamil Nadu Minerals Ltd., Chennai in denying the employment to him with effect from December 1994 is justified or not?”

If not justified, to what relief Sri P. Kasi is entitled?

2. It is pertinent to mention that pursuant to the order of Ministry of Labour and Employment, Government of India, the case record was transferred to CGIT by the State Industrial Tribunal vide its letter dtd 25.01.2001. On receipt, the record was taken to file as ID 537/2001 on dtd. 22.02.2001.

3. Since the claim Statement and the Counter Statement have already been filed by both the parties prior to the receipt of the Record from State Tribunal, due order was passed for issuance of Notice to the Representing Counsel fixing the case to 12.03.2001. The case was posted to several dates for almost for two years for the same purpose. On 17.07.2002, the Representing Counsels for both parties were present and Memo was filed informing that the Hon'ble Court granted stay of the proceedings which is supported vide Order of the Hon'ble Court in WP 25370/2002 and WMP 34858/2002 dtd. 17.07.2002. The proceeding was stayed till a Common Order of the Hon'ble Court dismissing the Writ Petition No. 12334/2004 and WMP 14413/2004 dated 03.11.2020 (received on 11.02.2021) in respect of entire batch cases including the case in hand. Accordingly, the case was re-scheduled for further proceeding vide order dtd. 13.04.2021. The case was listed for further proceeding. Due information was provided to the parties through the official website and through Notice Board. There was change of Vakalat on the part of the Respondent. The Learned Counsel sought for time to produce the Petitioner and to file Affidavit Evidence. Despite of several adjournments from the date of aforesaid High Court Order (Almost 8/9 adjournments) till 28.04.2022, neither the Petitioner appeared nor filed any Affidavit evidence. However without resorting to any coercive steps against the Petitioner, he was afforded with two more chances vide dtd. 31.05.2022 and 13.06.2022. The Petitioner did not turn up on those dates. On the other hand the Learned Counsel for the Petitioner submitted "No Instruction" and prays to dispose of the proceeding as deems fit. None on behalf of the Respondent was present. Since the Hon'ble Court directed for expeditious disposal, the Tribunal viewed sympathetically and afforded both parties to file their respective Affidavit Evidence listing the case to 15.06.2022 and 29.06.2022. The Petitioner did not turn up on that dates nor filed Affidavit Evidence. None appeared for Respondent. However, for the interest of justice the case was finally listed to 11.07.2022. Even on that day, the Petitioner did not turn up nor filed any Affidavit Evidence.

The material borne out from the discussion in preceding paragraphs, undoubtedly projects the fact that the Petitioner is not interested to proceed with the case. It is held that there exists no dispute for adjudication as referred by the Appropriate Govt.

In the result the reference is answered against the Petitioner. The ID case stands dismissed.

An Award is passed accordingly.

DIPTI MOHAPATRA, Presiding Officer

Witnesses Examined:

For the 1st Party Petitioner : Nil

For the 2nd Party Respondent : Nil

Documents Marked:

On the Petitioner & Management side : Nil

नई दिल्ली, 21 दिसम्बर, 2022

का.आ. 1411.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स तमिलनाडु मिनरल्स लिमिटेड, चेन्नई के प्रबंधन के संबद्ध नियोजकों और श्री के. कंदन, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ सं. 538/2001) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 23.12.2022 को प्राप्त हुआ था।

[सं. एल-29012/52/1998- आईआर(एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 21st December, 2022

S.O. 1411.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 538/2001) of the Central Government Industrial Tribunal cum Labour Court, Chennai as shown in the Annexure, in the Industrial dispute between the employers in relation to M/s Tamilnadu Minerals Ltd., Chennai and Shri K. Kandan, Worker, which was received along with soft copy of the award by the Central Government on 23.12.2022.

[No. L-29012/52/1998- IR(M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM - LABOUR COURT
CHENNAI

ID No. 538/2001

Present: DIPTI MOHAPATRA, LL.M., Presiding Officer

Date: 02.12.2022

Sh. K. Kandan
 S/o Kandan
 Seeliampatti Post
 Attur Taluk
 Salem-636001

... 1st Party/Petitioner

AND

M/s Tamilnadu Minerals Ltd
 The Chairman-cum-Managing Director
 31. Kamarajar Salai, TWAD House
 Chepauk, PO 2961
 Chennai-600005

... 2nd Party/Respondent

Appearance:

For the First Party Petitioner	:	Advocate, Sri Ajoy Khose
For the Second Party Respondent	:	Advocates, M/s T.R. Sathiyamohan

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. L-29012/52/98/IR(M) dtd. 11.12.1998 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

“Whether Sri K. Kandan, Ex-Chisleman worked on piece rate basis is a workman within the meaning of Section 2(S) of Industrial Disputes Act, 1947? If Sri K. Kandan is a workman, whether the action of management of Tamil Nadu Minerals Ltd., Chennai in denying the employment to him with effect from December 1994 is justified or not?

If not justified, to what relief Sri K. Kandan is entitled?

2. It is pertinent to mention that pursuant to the order of Ministry of Labour and Employment, Government of India, the case record was transferred to CGIT by the State Industrial Tribunal vide its letter dtd 25.01.2001. On receipt, the record was taken to file as ID 538/2001 on dtd. 22.02.2001.

3. Since the claim Statement and the Counter Statement have already been filed by both the parties prior to the receipt of the Record from State Tribunal, due order was passed for issuance of Notice to the Representing Counsel fixing the case to 12.03.2001. The case was posted to several dates for almost for two years for the same purpose. On 17.07.2002, the Representing Counsels for both parties were present and Memo was filed informing that the Hon'ble Court granted stay of the proceedings which is supported vide Order of the Hon'ble Court in WP 25370/2002 and WMP 34858/2002 dtd. 17.07.2002. The proceeding was stayed till a Common Order of the Hon'ble Court dismissing the Writ Petition No. 12334/2004 and WMP 14413/2004 dated 03.11.2020 (received on 11.02.2021) in respect of entire batch cases including the case in hand. Accordingly, the case was re-scheduled for further proceeding vide order dtd. 13.04.2021. The case was listed for further proceeding. Due information was provided to the parties through the official website and through Notice Board. There was change of Vakalat on the part of the Respondent. The Learned Counsel sought for time to produce the Petitioner and to file Affidavit Evidence. Despite of several adjournments from the date of aforesaid High Court Order (Almost 8/9 adjournments) till 28.04.2022, neither the Petitioner appeared nor filed any Affidavit evidence. However without resorting to any coercive steps against the Petitioner, he was afforded with two more chances vide dtd. 31.05.2022 and 13.06.2022. The Petitioner did not turn up on those dates. On the other hand the Learned Counsel for the Petitioner submitted “No Instruction” and prays to dispose of the proceeding as deems fit. None on behalf of the Respondent was present. Since the Hon'ble Court directed for expeditious disposal, the Tribunal viewed sympathetically and afforded both parties to file their respective Affidavit Evidence listing the case to 15.06.2022. The Petitioner did not turn up on that date nor filed Affidavit Evidence.

None appeared for Respondent. However, for the interest of justice the case was finally listed to 29.06.2022. Even on that day, the Petitioner did not turn up nor filed any Affidavit Evidence.

The material borne out from the discussion in preceding paragraphs, undoubtedly projects the fact that the Petitioner is not interested to proceed with the case. It is held that there exists no dispute for adjudication as referred by the Appropriate Govt.

In the result the reference is answered against the Petitioner. The ID case stands dismissed.

An Award is passed accordingly.

DIPTI MOHAPATRA, Presiding Officer

Witnesses Examined:

For the 1st Party Petitioner : Nil

For the 2nd Party Respondent : Nil

Documents Marked:

On the Petitioner & Management side : Nil

नई दिल्ली, 21 दिसम्बर, 2022

का.आ. 1412.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स सुलभ इंटरनेशनल सोशल सर्विस ऑर्गेनाइजेशन; मेसर्स इंडियन आयल पेट्रोनास प्राइवेट लिमिटेड, चेन्नई के प्रबंधन के संबद्ध नियोजकों और थिरुवल्लुर मवत्ता अमैप्पुसारा पोधु तोज़हिलालार संगम, चेन्नई, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई पंचाट (संदर्भ संख्या 79/2017) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 22.12.2022 को प्राप्त हुआ था।

[सं. एल-30011/37/2016- आईआर(एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 21st December, 2022

S.O. 1412.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.79/2017) of the Central Government Industrial Tribunal cum Labour Court, Chennai as shown in the Annexure, in the Industrial dispute between the employers in relation to M/s Sulabh International Social Service Organization; M/s Indian Oil Petronas Private Limited, Chennai and Thiruvallur Mavatta Amappusara Podhu Thozhilalar Sangam, Chennai, which was received along with soft copy of the award by the Central Government on 22.12.2022.

[No. L-30011/37/2016- IR(M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE THE CGIT-CUM-LABOUR COURT AND EPF APPELLATE TRIBUNAL CHENNAI

Present: DIPTI MOHAPATRA, LL.M. Presiding Officer

I.D. No. 79/2017

Dtd. 05.12.2022

BETWEEN

The Secretary
Thiruvallur Mavatta Amaippusara Podhu
Thozhilalar Sangam

362, Dr. Ambedkar Street, Athipattu
NCTPS Post
Chennai-600120

... First Party/Petitioner Union

AND

1. The Dy. Controller
M/s Sulabh International Social Service
Organization
New No. 9/21, 22nd Cross Street
Besant Nagar
Chennai-600090

... Second Party/1st Respondent

2. The Plant Manager
M/s Indian Oil Petronas Private Ltd.
Ennore Terminal
143, Athipattu Village
NCTPS Main Road
Chennai-600120

... Second Party/2nd Respondent

Appearance:

For the 1st Party/Petitioner Union: Advocate, M/s S. Arunachalam
For the 1st Respondent : Advocate, Sri S. Natarajan
For the 2nd Respondent : Advocates, M/s Fox Mondal

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. L-30011/37/2016-IR (M) dtd. 10.08.2017 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

“Whether the management of M/s Sulabh International Social Service Organization, Chennai working as Contractor in the premises of Principal Employer M/s Indian Oil Petronas Pvt. Ltd., Chennai in denying the demand of Union of considering their members in respect of whom ID has been raised, as workmen is justified? If not, what relief the workmen are entitled to?”

1. On receipt of the reference as above, due notices were issued to the parties shown as Respondents. The Claim Statement was accordingly filed by the Petitioner Union as against two Respondents including the Managing Director, M/s The Plant Manager, Indian Oil Petronas Pvt. Ltd., Ennore Terminal 143, Athipattu Village, NCTPS Main Road Chennai-600120. Due notices were issued to all the Respondents. While the matter stood thus, the copy of the Order of the Hon’ble High Court of Madras in WP No. 11655/2019 and WMP No. 11892-11893/2019 dtd. 23.04.2019 was received on 14.05.2019 wherein the Hon’ble Court granted Interim Stay. The matter of receipt of the Hon’ble Court reflected vide Order dtd. 15.05.2019. The proceeding of the case was accordingly listed to several dates awaiting further order of the Hon’ble Court. While the matter stood thus, the General Secretary of the First Party Union files a Memo alongwith a Memorandum of Settlement arrived under Section-12(3) of the ID Act executed in between the First Party with the Authorized Representative of the Contractor which is enclosed with the Web Copy of the Hon’ble High Court of Madras in WP 11655/2019 and WMP 11892-11893/2019 dtd. 15.11.2022. The Order of the Hon’ble Court reads as follows :

“In view of the endorsement made by the Learned Counsel for the Petitioner, the Writ Petition stands dismissed as withdrawn. No costs. Consequently connected Miscellaneous Petitions are closed”.

2. In view of the Order since the Interim Stay deems to have been vacated, the submission of both parties are taken into consideration. It is mentioned in the Memo that the General Secretary of the First Party Union since already settled the dispute with the Second Respondent, they do not want to proceed with the case but to withdraw. It is also submitted that the First Party Union has got no claim against the First Respondent viz. Sulabh International Social Services. The General Secretary of the First Party and its Counsel and the Counsels for the Respondents since were very much present, it is felt proper to examine the General Secretary, Sri S. Janakiraman as WW1 with regard to the fact mentioned in the Memo.

3. On askance, the General Secretary of the Petitioner Union submits that he being authorized by the Members of the Union has filed this Memo of Withdrawal of the case. The members of the union since agreed upon the terms and conditions of the settlement which was executed by the Union with the Contractor, the Second Respondent in the presence of Assistant Labour Commissioner (C) on dtd. 01.09.2022. The First Party Union has not been coerced or influenced from any corner to execute the Settlement against the Second Respondent. It is a suo-moto voluntary Settlement executed by the First Party Union with the Second Respondent. The copy of the Settlement is marked as Ext.W1. It is categorically stated by the General Secretary of the First Party Union that the Petitioner's Union will have no claim as against the First Respondent at any point of time in future. In view of the fact as discussed and since the Memo of Withdrawal was filed voluntarily by the First Party Union, the WW1, the General Secretary of the First Party Union prays the Tribunal to pass necessary orders as deems fit.

4. Taking into consideration the submission of the First Party Union, it was found that the Memo of Withdrawal has got sufficient force for consideration as much as the settlement under Ext.W1 has been executed by the First Party and the Contractor in the presence of ALC (Central), Chennai. Ext.W1 bears the signatures of Representative Members of the Union including the General Secretary (WW1) and M/s Prumatech Services Pvt. Ltd., the Contractor of R2. The Seal and Signature of ALC (Central) also appears in Ext.W1. Taking into judicial note of all the facts, it is felt that the Petitioner Union shall not be prejudiced in any manner if permission be accorded for withdrawal of the case as the Petitioner Union itself is not willing to proceed with the case.

In the premises in view of the discussion held in preceding paragraphs it is held that there exists no dispute for adjudication as per the reference in the instant Industrial Dispute.

The reference is answered accordingly

DIPTI MOHAPATRA, Presiding Officer

Witnesses Examined:

For the 1st Party/Petitioner Union : WW1, Sri S. Janaki Raman
For the 1st and 2nd Respondents : None :

Documents Marked :

On the petitioner's side

Ex.No.	Date	Description
Ext.W1	01.09.2022	Memorandum of Settlement

On the side of First and Third Respondents

Ex. No.	Date	Description
Nil		

नई दिल्ली, 21 दिसम्बर, 2022

का.आ. 1413.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स तमिलनाडु मिनरल्स लिमिटेड, चेन्नई के प्रबंधन के संबद्ध नियोजकों और श्री सी. कुल्लन, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ सं. 539/2001) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 21.12.2022 को प्राप्त हुआ था।

[सं. एल-29012/51/1998- आईआर(एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 21st December, 2022

S.O. 1413.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.539/2001) of the Central Government Industrial Tribunal cum Labour Court, Chennai as shown in the Annexure, in the Industrial dispute between the employers in relation to M/s Tamilnadu Minerals Ltd., Chennai and Shri C. Kullan, Worker, which was received along with soft copy of the award by the Central Government on 21.12.2022.

[No. L-29012/51/1998- IR(M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM - LABOUR COURT CHENNAI

ID No. 539/2001

Present: DIPTI MOHAPATRA, LL.M. Presiding Officer

Date: 02.12.2022

Sh. C. Kullan
Thavalapatti, Paithur Post
Attur Taluk
Salem-636001

... 1st Party/Petitioner

AND

M/s Tamilnadu Minerals Ltd
The Chairman-cum-Managing Director
31. Kamarajar Salai, TWAD House
Chepauk, PO 2961
Chennai-600005

... 2nd Party/Respondent

Appearance:

For the First Party Petitioner	:	Advocate, Sri Ajoy Khose
For the Second Party Respondent	:	Advocates, M/s T.R. Sathiyamohan

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. L-29012/51/98/IR(M) dtd. 11.12.1998 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

“Whether Sri C. Kullan, Ex-Chisleman worked on piece rate basis is a workman within the meaning of Section 2(S) of Industrial Disputes Act, 1947? If Sri C. Kullan is a workman, whether the action of management of Tamil Nadu Minerals Ltd., Chennai in denying the employment to him with effect from December 1994 is justified or not? ”

If not justified, to what relief Sri C. Kullan is entitled?

2. It is pertinent to mention that pursuant to the order of Ministry of Labour and Employment, Government of India, the case record was transferred to CGIT by the State Industrial Tribunal vide its letter dtd 25.01.2001. On receipt, the record was taken to file as ID 539/2001 on dtd. 22.02.2001.

3. Since the claim Statement and the Counter Statement have already been filed by both the parties prior to the receipt of the Record from State Tribunal, due order was passed for issuance of Notice to the Representing Counsel fixing the case to 12.03.2001. The case was posted to several dates for almost for two years for the same purpose. On 17.07.2002, the Representing Counsels for both parties were present and Memo was filed informing that the Hon`ble Court granted stay of the proceedings which is supported vide Order of the Hon`ble Court in WP 25370/2002 and WMP 34858/2002 dtd. 17.07.2002. The proceeding was stayed till a Common Order of the Hon`ble Court dismissing the Writ Petition No. 12334/2004 and WMP 14413/2004 dated 03.11.2020 (received on 11.02.2021) in respect of entire batch cases including the case in hand. Accordingly, the case was re-scheduled for further proceeding vide order dtd. 13.04.2021. The case was listed for further proceeding. Due information was provided to the parties through the official website and through Notice Board. There was change of Vakalat on the part of the Respondent. The Learned Counsel sought for time to produce

the Petitioner and to file Affidavit Evidence. Despite of several adjournments from the date of aforesaid High Court Order (Almost 8/9 adjournments) till 28.04.2022, neither the Petitioner appeared nor filed any Affidavit evidence. However without resorting to any coercive steps against the Petitioner, he was afforded with two more chances vide dtd. 31.05.2022 and 13.06.2022. The Petitioner did not turn up on those dates. On the other hand the Learned Counsel for the Petitioner submitted "No Instruction" and prays to dispose of the proceeding as deems fit. None on behalf of the Respondent was present. Since the Hon'ble Court directed for expeditious disposal, the Tribunal viewed sympathetically and afforded both parties to file their respective Affidavit Evidence listing the case to 15.06.2022. The Petitioner did not turn up on that date nor filed Affidavit Evidence. None appeared for Respondent. However, for the interest of justice the case was finally listed to 29.06.2022. Even on that day, the Petitioner did not turn up nor filed any Affidavit Evidence.

The material borne out from the discussion in preceding paragraphs, undoubtedly projects the fact that the Petitioner is not interested to proceed with the case. It is held that there exists no dispute for adjudication as referred by the Appropriate Govt.

In the result the reference is answered against the Petitioner. The ID case stands dismissed.

An Award is passed accordingly.

DIPTI MOHAPATRA, Presiding Officer

Witnesses Examined:

For the 1st Party Petitioner : Nil

For the 2nd Party Respondent : Nil

Documents Marked:

On the Petitioner & Management side : Nil

नई दिल्ली, 21 दिसम्बर, 2022

का.आ. 1414.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स तमिलनाडु मिनरल्स लिमिटेड, चेन्नई के प्रबंधन के संबद्ध नियोजकों और श्री एस. शंमुघम, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ सं. 515/2001) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 21.12.2022 को प्राप्त हुआ था।

[सं. एल-29012/46/1998- आईआर(एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 21st December, 2022

S.O. 1414.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.515/2001) of the Central Government Industrial Tribunal cum Labour Court, Chennai as shown in the Annexure, in the Industrial dispute between the employers in relation to M/s Tamilnadu Minerals Ltd., Chennai and Shri S. Shanmugham, Worker, which was received along with soft copy of the award by the Central Government on 21.12.2022.

[No. L-29012/46/1998- IR(M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
CHENNAI**

ID No. 515/2001

Present: DIPTI MOHAPATRA, LL.M Presiding Officer

Date: 25.11.2022

Sh. S. Shanmugham
S/o Samuvel
Eechampatti
Seeliampatti Post, Attur Taluk

Salem-63600

... 1st Party/Petitioner**AND**

M/s Tamilnadu Minerals Ltd
 The Chairman-cum-Managing Director
 31. Kamarajar Salai, TWAD House
 Chepauk, PO 2961
 Chennai-600005

:

2nd Party/Respondent**Appearance:**

For the First Party Petitioner	:	Advocate, Sri Ajoy Khose
For the Second Party Respondent	:	Advocates, M/s T.R. Sathiyamohan

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. L-29012/46/98/IR(M) dtd. 03.09.1998 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

“Whether Shri S. Shanmugham, Ex-Chisleman worked on piece rate basis is a workman within the meaning of Section 2(S) of Industrial Disputes Act, 1947? If Sri S. Shanmugham is a workman, whether the action of management of Tamil Nadu Minerals Ltd., Chennai in denying the employment to him with effect from December 1994 is justified or not? ”

If not justified, to what relief Sri S. Shanmugham is entitled?

2. It is pertinent to mention that pursuant to the order of Ministry of Labour and Employment, Government of India, the case record was transferred to CGIT by the State Industrial Tribunal vide its letter dtd 25.01.2001. On receipt, the record was taken to file as ID 515/2001 on dtd. 19.02.2001.

3. Since the claim Statement and the Counter Statement have already been filed by both the parties prior to the receipt of the Record from State Tribunal, due order was passed for issuance of Notice to the Representing Counsel fixing the case to 08.03.2001. The case was posted to several dates for almost for two years for the same purpose. On 17.07.2002, the Representing Counsels for both parties were present and Memo was filed informing that the Hon'ble Court granted stay of the proceedings which is supported vide Order of the Hon'ble Court in WP 25370/2002 and WMP 34858/2002 dtd. 17.07.2002. The proceeding was stayed till a Common Order of the Hon'ble Court dismissing the Writ Petition No. 12334/2004 and WMP 14413/2004 dated 03.11.2020 (received on 11.02.2021) in respect of entire batch cases including the case in hand. Accordingly, the case was re-scheduled for further proceeding vide order dtd. 13.04.2021. The case was listed for further proceeding. Due information was provided to the parties through the official website and through Notice Board. There was change of Vakalat on the part of the Respondent. The Learned Counsel sought for time to produce the Petitioner and to file Affidavit Evidence. Despite of several adjournments from the date of aforesaid High Court Order (Almost 9 adjournments) till 28.04.2022, neither the Petitioner appeared nor filed any Affidavit evidence. However without resorting to any coercive steps against the Petitioner, he was afforded with two more chances vide dtd. 31.05.2022 and 13.06.2022. The Petitioner did not turn up on those dates. On the other hand the Learned Counsel for the Petitioner submitted “No Instruction” and prays to dispose of the proceeding as deems fit. None on behalf of the Respondent was present. Since the Hon'ble Court directed for expeditious disposal, the Tribunal viewed sympathetically and afforded both parties to file their respective Affidavit Evidence listing the case to 15.06.2022 and 29.06.2022. The Petitioner did not turn up on that dates nor filed Affidavit Evidence. None appeared for Respondent. However, for the interest of justice the case was finally listed to 11.07.2022. Even on that day, the Petitioner did not turn up nor filed any Affidavit Evidence.

The material borne out from the discussion in preceding paragraphs, undoubtedly projects the fact that the Petitioner is not interested to proceed with the case. It is held that there exists no dispute for adjudication as referred by the Appropriate Govt.

In the result the reference is answered against the Petitioner. The ID case stands dismissed.

An Award is passed accordingly.

DIPTI MOHAPATRA, Presiding Officer

Witnesses Examined:For the 1st Party Petitioner : NilFor the 2nd Party Respondent : Nil**Documents Marked:****On the Petitioner & Management side** : Nil

नई दिल्ली, 22 दिसम्बर, 2022

का.आ. 1415.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैनेजर, मेसर्स मारुति मार्बल, उदयपुर (राजस्थान), के प्रबंधतंत्र के संबद्ध नियोजकों और अध्यक्ष, जनजाति खान मजदूर संघ के बीच अनुबंध में निर्दिष्ट औद्योगिक अधिकरण- सह-श्रम न्यायालय उदयपुर के पंचाट (संदर्भ सं. 27/2015 आई. टी. आर. (सी)) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 08.12.2022 को प्राप्त हुआ था।

[सं. एल-28011/17/2015- आईआर(एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 22nd December, 2022

S.O. 1415.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 27/2015 I.T.R.(C)) of the Industrial Tribunal cum Labour Court, Udaipur as shown in the Annexure, in the Industrial dispute between the employers in relation to The Manager, M/s Maruti Marble, Udaipur (Rajasthan), and The President, Janjati Khan Mazdoor Sangh, which was received along with soft copy of the award by the Central Government on 08.12.2022.

[No. L-28011/17/2015- IR(M)]

D. K. HIMANSHU, Under Secy.

अनुबंध**न्यायालय औद्योगिक विवाद अधिकरण एवं श्रम न्यायालय, उदयपुर**

I.T.R(C)- प्रकरण संख्या 27 / 2015

अधिसूचना नम्बर :- L-28011/17/2015-IR(M) दिनांक 22.06.2015

अध्यक्ष, जन जाति खान मजदूर संघ बनाम मैनेजर मै. मारुति मार्बल

12.03.2022

प्रार्थी अभिभाषक उपस्थित ।

प्रार्थी अभिभाषक ने प्रकरण में दिनांक 25.02.2022 को लोक अदालत की भावना से प्रेरित होकर Not Press किया तथा कोई कार्यवाही नहीं चाही । प्रार्थी पक्ष द्वारा कार्यवाही नहीं चाहने के कारण अब पक्षकारान के मध्य कोई विवाद शेष नहीं रहता है ।

प्रार्थी के इस विवाद में 'No Dispute award' कोई विवाद नहीं का पंचाट पारित किया जाता है ।

सूचना प्रकाशनार्थ भारत-सरकार को भेजी जावे ।

पत्रावली फैसल शुमार होकर दाखिल दफ्तर हो ।

सदस्य

लोक अदालत

अध्यक्ष,

लोक अदालत

शिव कुमार शर्मा, न्यायाधीश

नई दिल्ली, 22 दिसम्बर, 2022

का.आ. 1416.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैनेजर, मेसर्स एच. एम. टी. स्पेन्टाइन मार्बल, उदयपुर (राजस्थान), के प्रबंधन के संबंध में नियोजकों और अध्यक्ष, जनजाति खान मजदूर संघ के बीच अनुबंध में निर्दिष्ट औद्योगिक अधिकरण-सह-श्रम न्यायालय उदयपुर के पंचाट (संदर्भ सं. 52/2015 आई. टी. आर. (सी)) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 08.12.2022 को प्राप्त हुआ था।

[सं. एल-28011/10/2015- आईआर(एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 22nd December, 2022

S.O. 1416.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.52/2015 I.T.R.(C)) of the Industrial Tribunal-cum-Labour Court, Udaipur as shown in the Annexure, in the Industrial dispute between the employers in relation to The Manager, M/s H. M. T. Spentine Marble, Udaipur (Rajasthan), and The President, Janjati Khan Mazdoor Sangh, which was received along with soft copy of the award by the Central Government on 08.12.2022.

[No. L-28011/10/2015- IR(M)]

D. K. HIMANSHU, Under Secy.

अनुबंध

न्यायालय औद्योगिक विवाद अधिकरण एवं श्रम न्यायालय, उदयपुर

I.T.R(C)- प्रकरण संख्या 52/2015

अधिसूचना नम्बर :— L-28011/10/2015-IR(M) दिनांक 23.06.2015

अध्यक्ष, जनजाति खान मजदूर संघ बनाम मैनेजर, मै. एच.एम.टी. स्पेन्टाइन मार्बल

12.03.2022

प्रार्थी अभिभाषक उपस्थित ।

प्रार्थी अभिभाषक ने प्रकरण में दिनांक 09.03.2022 को लोक अदालत की भावना से प्रेरित होकर Not Press किया तथा कोई कार्यवाही नहीं चाही । प्रार्थी पक्ष द्वारा कार्यवाही नहीं चाहने के कारण अब पक्षकारान के मध्य कोई विवाद शेष नहीं रहता है ।

प्रार्थी के इस विवाद में 'No Dispute award' कोई विवाद नहीं का पंचाट पारित किया जाता है ।

सूचना प्रकाशनार्थ भारत-सरकार को भेजी जावे ।

पत्रावली फैसल शुमार होकर दाखिल दफ्तर हो ।

सदस्य

लोक अदालत

अध्यक्ष,

लोक अदालत

शिव कुमार शर्मा, न्यायाधीश

नई दिल्ली, 22 दिसम्बर, 2022

का.आ. 1417.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैनेजर, मेसर्स श्री रिषभ बर्दिया मार्बल, उदयपुर (राजस्थान), के प्रबंधन के संबंध में नियोजकों और अध्यक्ष, जनजाति खान मजदूर संघ के बीच अनुबंध में निर्दिष्ट औद्योगिक अधिकरण-सह-श्रम न्यायालय उदयपुर के

पंचाट (संदर्भ सं. 33/2015 आई. टी. आर. (सी)) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 08.12.2022 को प्राप्त हुआ था।

[सं. एल-28011/45/2015- आईआर(एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 22nd December, 2022

S.O. 1417.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.33/2015 I.T.R.(C)) of the Industrial Tribunal cum Labour Court, Udaipur as shown in the Annexure, in the Industrial dispute between the employers in relation to The Manager, M/s Shri Risabh Bardia Marble, Udaipur (Rajasthan), and The President, Janjati Khan Mazdoor Sangh, which was received along with soft copy of the award by the Central Government on 08.12.2022.

[No. L-28011/45/2015- IR(M)]

D. K. HIMANSHU, Under Secy.

अनुबंध

न्यायालय औद्योगिक विवाद अधिकरण एवं श्रम न्यायालय, उदयपुर

I.T.R(C)- प्रकरण संख्या 33 / 2015

अधिसूचना नम्बर :- L-28011/45/2015-IR(M) दिनांक 23.06.2015

अध्यक्ष, जन जाति खान मजदूर संघ बनाम मै श्री रिषभ बर्दिया मार्बल

12.03.2022

प्रार्थी अभिभाषक उपस्थित ।

प्रार्थी अभिभाषक ने प्रकरण में दिनांक 25.02.2022 को लोक अदालत की भावना से प्रेरित होकर Not Press किया तथा कोई कार्यवाही नहीं चाही । प्रार्थी पक्ष द्वारा कार्यवाही नहीं चाहने के कारण अब पक्षकारान के मध्य कोई विवाद शेष नहीं रहता है ।

प्रार्थी के इस विवाद में 'No Dispute award' कोई विवाद नहीं का पंचाट पारित किया जाता है ।

सूचना प्रकाशनार्थ भारत-सरकार को भेजी जावे ।

पत्रावली फैसल शुमार होकर दाखिल दफ्तर हो ।

सदस्य

अध्यक्ष,

लोक अदालत

लोक अदालत

शिव कुमार शर्मा, न्यायाधीश

नई दिल्ली, 22 दिसम्बर, 2022

का.आ. 1418.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैनेजर, मेसर्स रिषभ मार्बल प्राइवेट लिमिटेड, उदयपुर (राजस्थान), के प्रबंधन के संबद्ध नियोजकों और अध्यक्ष, जनजाति खान मजदूर संघ के बीच अनुबंध में निर्दिष्ट औद्योगिक अधिकरण- सह-श्रम न्यायालय उदयपुर के पंचाट (संदर्भ सं. 32/2015 आई. टी. आर. (सी)) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 08.12.2022 को प्राप्त हुआ था।

[सं. एल-28011/16/2015- आईआर(एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 22nd December, 2022

S.O. 1418.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.32/2015 I.T.R.(C)) of the Industrial Tribunal cum Labour Court, Udaipur as shown in the Annexure, in the Industrial dispute between the employers in relation to The Manager, M/s Risabh Marble Pvt. Ltd., Udaipur (Rajasthan), and The President, Janjati Khan Mazdoor Sangh, which was received along with soft copy of the award by the Central Government on 08.12.2022.

[No. L-28011/16/2015 - IR(M)]

D. K. HIMANSHU, Under Secy.

अनुबंध

न्यायालय औद्योगिक विवाद अधिकरण एवं श्रम न्यायालय, उदयपुर

I.T.R(C)- प्रकरण संख्या 32/2015

अधिसूचना नम्बर :— L-28011/16/2015-IR(M) दिनांक 22.06.2015

अध्यक्ष, जन जाति खान मजदूर संघ बनाम मैनेजर रिषभ मार्बल प्रा.लि.

12.03.2022

प्रार्थी अभिभाषक उपस्थित ।

प्रार्थी अभिभाषक ने प्रकरण में दिनांक 25.02.2022 को लोक अदालत की भावना से प्रेरित होकर Not Press किया तथा कोई कार्यवाही नहीं चाही । प्रार्थी पक्ष द्वारा कार्यवाही नहीं चाहने के कारण अब पक्षकारान के मध्य कोई विवाद शेष नहीं रहता है ।

प्रार्थी के इस विवाद में 'No Dispute award' कोई विवाद नहीं का पंचाट पारित किया जाता है ।

सूचना प्रकाशनार्थ भारत-सरकार को भेजी जावे ।

पत्रावली फौसल शुमार होकर दाखिल दफ्तर हो ।

सदस्य

लोक अदालत

अध्यक्ष,

लोक अदालत

शिव कुमार शर्मा, न्यायाधीश

नई दिल्ली, 22 दिसम्बर, 2022

का.आ. 1419.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैनेजर, मेसर्स राठी ग्रीन मार्बल प्राइवेट लिमिटेड, उदयपुर (राजस्थान), के प्रबंधन के संबद्ध नियोजकों और अध्यक्ष, जनजाति खान मजदूर संघ के बीच अनुबंध में निर्दिष्ट औद्योगिक अधिकरण- सह-श्रम न्यायालय उदयपुर के पंचाट (संदर्भ सं. 26/2015 आई. टी. आर. (सी)) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 08.12.2022 को प्राप्त हुआ था ।

[सं. एल-28011/15/2015- आईआर(एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 22nd December, 2022

S.O. 1419.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.26/2015 I.T.R.(C)) of the Industrial Tribunal -cum -Labour Court, Udaipur as shown in the Annexure, in the Industrial dispute between the employers in relation to The

Manager, M/s Rathi Green Marble Pvt. Ltd., Udaipur (Rajasthan), and The President, Janjati Khan Mazdoor Sangh, which was received along with soft copy of the award by the Central Government on 08.12.2022.

[No. L-28011/15/2015- IR(M)]

D. K. HIMANSHU, Under Secy.

अनुबंध

न्यायालय औद्योगिक विवाद अधिकरण एवं श्रम न्यायालय, उदयपुर

I.T.R(C)-प्रकरण संख्या 26/2015

अधिसूचना नम्बर :- L-28011/15/2015-IR(M) दिनांक 22.06.2015

अध्यक्ष, जन जाति खान मजदूर संघ बनाम मैनेजर, मै. राठी ग्रीन मार्बल प्रा. लि.

12.03.2022

प्रार्थी अभिभाषक उपस्थित ।

प्रार्थी अभिभाषक ने प्रकरण में दिनांक 25.02.2022 को लोक अदालत की भावना से प्रेरित होकर Not Press किया तथा कोई कार्यवाही नहीं चाही । प्रार्थी पक्ष द्वारा कार्यवाही नहीं चाहने के कारण अब पक्षकारान के मध्य कोई विवाद शेष नहीं रहता है ।

प्रार्थी के इस विवाद में 'No Dispute award' कोई विवाद नहीं का पंचाट पारित किया जाता है ।

सूचना प्रकाशनार्थ भारत-सरकार को भेजी जावे ।

पत्रावली फ़ैसल शुमार होकर दाखिल दफ़तर हो ।

सदस्य

लोक अदालत

अध्यक्ष,

लोक अदालत

शिव कुमार शर्मा, न्यायाधीश

नई दिल्ली, 22 दिसम्बर, 2022

का.आ. 1420.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैनेजर, मेसर्स राणावत मार्बल, उदयपुर (राजस्थान), के प्रबंधन के संबद्ध नियोजकों और अध्यक्ष, जनजाति खान मजदूर संघ के बीच अनुबंध में निर्दिष्ट औद्योगिक अधिकरण-सह-श्रम न्यायालय उदयपुर के पंचाट (संदर्भ संख्या 23/2015 आई. टी. आर. (सी)) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 08.12.2022 को प्राप्त हुआ था ।

[सं. एल-28011/9/2015- आईआर(एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 22nd December, 2022

S.O. 1420.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.23/2015 I.T.R.(C)) of the Industrial Tribunal -cum- Labour Court, Udaipur as shown in the Annexure, in the Industrial dispute between the employers in relation to The Manager, M/s Ranawat Marble, Udaipur (Rajasthan), and The President, Janjati Khan Mazdoor Sangh, which was received along with soft copy of the award by the Central Government on 08.12.2022.

[No. L-28011/9/2015-IR(M)]

D. K. HIMANSHU, Under Secy.

अनुबंध**न्यायालय औद्योगिक विवाद अधिकरण एवं श्रम न्यायालय, उदयपुर**

I.T.R(C)- प्रकरण संख्या 23 / 2015

अधिसूचना नम्बर – L-28011/9/2015-IR(M) दिनांक 22.06.2015

अध्यक्ष, जन जाति खान मजदूर संघ बनाम मैनेजर मै. राणावत मार्बल

12.03.2022

प्रार्थी अभिभाषक उपस्थित ।

प्रार्थी अभिभाषक ने प्रकरण में दिनांक 28.02.2022 को लोक अदालत की भावना से प्रेरित होकर Not Press किया तथा कोई कार्यवाही नहीं चाही । प्रार्थी पक्ष द्वारा कार्यवाही नहीं चाहने के कारण अब पक्षकारान के मध्य कोई विवाद शेष नहीं रहता है ।

प्रार्थी के इस विवाद में 'No Dispute award' कोई विवाद नहीं का पंचाट पारित किया जाता है ।

सूचना प्रकाशनार्थ भारत-सरकार को भेजी जावे ।

पत्रावली फैसल शुमार होकर दाखिल दफ्तर हो ।

सदस्य

लोक अदालत

अध्यक्ष,

लोक अदालत

शिव कुमार शर्मा, न्यायाधीश

नई दिल्ली, 22 दिसम्बर, 2022

का.आ. 1421.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैनेजर, मेसर्स ग्रीन किंग, उदयपुर (राजस्थान), के प्रबंधन के संबद्ध नियोजकों और अध्यक्ष, जनजाति खान मजदूर संघ के बीच अनुबंध में निर्दिष्ट औद्योगिक अधिकरण- सह-श्रम न्यायालय उदयपुर के पंचाट (संदर्भ सं. 17/2015 आई. टी. आर. (सी)) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 08.12.2022 को प्राप्त हुआ था ।

[सं. एल-28011/41/2015- आईआर(एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 22nd December, 2022

S.O. 1421.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.17/2015 I.T.R.(C)) of the Industrial Tribunal cum Labour Court, Udaipur as shown in the Annexure, in the Industrial dispute between the employers in relation to The Manager, M/s Green King, Udaipur (Rajasthan), and The President, Janjati Khan Mazdoor Sangh, which was received along with soft copy of the award by the Central Government on 08.12.2022.

[No. L-28011/41/2015 - IR(M)]

D. K. HIMANSHU, Under Secy.

अनुबंध**न्यायालय औद्योगिक विवाद अधिकरण एवं श्रम न्यायालय, उदयपुर**

I.T.R(C)- प्रकरण संख्या 17/2015

अधिसूचना नम्बर :- L-28011/41/2015-IR(M) दिनांक 23.06.2015

अध्यक्ष, जन जाति खान मजदूर संघ **बनाम** मैनेजर, मै. ग्रीन किंग**12.03.2022**

प्रार्थी अभिभाषक उपस्थित ।

प्रार्थी अभिभाषक ने प्रकरण में दिनांक 28.02.2022 को लोक अदालत की भावना से प्रेरित होकर Not Press किया तथा कोई कार्यवाही नहीं चाही । प्रार्थी पक्ष द्वारा कार्यवाही नहीं चाहने के कारण अब पक्षकारान के मध्य कोई विवाद शेष नहीं रहता है ।

प्रार्थी के इस विवाद में 'No Dispute award' कोई विवाद नहीं का पंचाट पारित किया जाता है ।

सूचना प्रकाशनार्थ भारत-सरकार को भेजी जावे ।

पत्रावली फ़ैसल शुमार होकर दाखिल दफ़तर हो ।

सदस्य
लोक अदालत

अध्यक्ष,
लोक अदालत

शिव कुमार शर्मा, न्यायाधीश

नई दिल्ली, 22 दिसम्बर, 2022

का.आ. 1422.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैनेजर, मेसर्स बिरानी मार्बल प्राइवेट लिमिटेड, उदयपुर (राजस्थान), के प्रबंधन के संबद्ध नियोजकों और अध्यक्ष, जनजाति खान मजदूर संघ के बीच अनुबंध में निर्दिष्ट औद्योगिक अधिकरण-सह-श्रम न्यायालय उदयपुर के पंचाट (संदर्भ सं. 13/2015 आई. टी. आर. (सी)) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 08.12.2022 को प्राप्त हुआ था ।

[सं. एल-28011/14/2015- आईआर(एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 22nd December, 2022

S.O. 1422.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.13/2015 I.T.R.(C)) of the Industrial Tribunal cum Labour Court, Udaipur as shown in the Annexure, in the Industrial dispute between the employers in relation to The Manager, M/s Birani Marble Pvt. Ltd., Udaipur (Rajasthan), and The President, Janjati Khan Mazdoor Sangh, which was received along with soft copy of the award by the Central Government on 08.12.2022.

[No. L-28011/14/2015- IR(M)]

D. K. HIMANSHU, Under Secy.

अनुबंध**औद्योगिक विवाद अधिकरण एवं श्रम न्यायालय, उदयपुर**

प्रकरण संख्या 13 सन् 2015 I.T.R.(C)

अध्यक्ष, जनजाति खान मजदूर संघ—बनाम—मैनेजर मैसर्स बिरानी मार्बल प्रा. लि,

अधिसूचना :L-28011/14/2015-IR(M) Dated 22.06.2015

13.08.2022

प्रार्थी अभिभाषक उपस्थित ।

प्रार्थी अभिभाषक ने प्रकरण में दिनांक 05.08.2022 को लोक-अदालत की भावना से प्रेरित होकर Not Press किया तथा कोई कार्यवाही नहीं चाही । प्रार्थी पक्ष द्वारा कार्यवाही नहीं चाहने के कारण अब पक्षकारान के मध्य कोई विवाद शेष नहीं रहता है।

अतः प्रार्थी के इस विवाद में 'No Dispute Award' पारित किया जाता है ।

सूचना प्रकाशनार्थ भारत-सरकार को भेजी जावे ।

पत्रावली फैसल शुमार होकर दाखिल दफ्तर हो ।

सदस्य सचिव

गोपाल बिजोरीवाल, अध्यक्ष लोक-अदालत

नई दिल्ली, 22 दिसम्बर, 2022

का.आ. 1423.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैनेजर, मेसर्स नारन मार्बल प्राइवेट लिमिटेड, उदयपुर (राजस्थान), के प्रबंधन के संबद्ध नियोजकों और अध्यक्ष, जनजाति खान मजदूर संघ के बीच अनुबंध में निर्दिष्ट औद्योगिक अधिकरण- सह-श्रम न्यायालय उदयपुर के पंचाट (संदर्भ सं. 12/2015 आई. टी. आर. (सी)) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 08.12.2022 को प्राप्त हुआ था।

[सं. एल-28011/43/2015- आईआर(एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 22nd December, 2022

S.O. 1423.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.12/2015 I.T.R.(C)) of the Industrial Tribunal -cum -Labour Court, Udaipur as shown in the Annexure, in the Industrial dispute between the employers in relation to The Manager, M/s Naran Marble Pvt. Ltd., Udaipur (Rajasthan), and The President, Janjati Khan Mazdoor Sangh, which was received along with soft copy of the award by the Central Government on 08.12.2022.

[No. L-28011/43/2015 - IR(M)]

D. K. HIMANSHU, Under Secy.

अनुबंध**न्यायालय औद्योगिक विवाद अधिकरण एवं श्रम न्यायालय, उदयपुर**

I.T.R.(C)- प्रकरण संख्या 12/2015

अधिसूचना नम्बर :- L-28011/43/2015-IR(M) दिनांक 23.06.2015

अध्यक्ष, जनजाति खान मजदूर संघ बनाम मैनेजर, मै. नारन मार्बल प्रा.लि.

12.03.2022

प्रार्थी अभिभाषक उपस्थित ।

प्रार्थी अभिभाषक ने प्रकरण में दिनांक 09.03.2022 को लोक अदालत की भावना से प्रेरित होकर Not Press किया तथा कोई कार्यवाही नहीं चाही । प्रार्थी पक्ष द्वारा कार्यवाही नहीं चाहने के कारण अब पक्षकारान के मध्य कोई विवाद शेष नहीं रहता है ।

प्रार्थी के इस विवाद में 'No Dispute award' कोई विवाद नहीं का पंचाट पारित किया जाता है ।

सूचना प्रकाशनार्थ भारत-सरकार को भेजी जावे ।

पत्रावली फ़ैसल शुमार होकर दाखिल दफ़तर हो ।

सदस्य
लोक अदालत

अध्यक्ष,
लोक अदालत
शिव कुमार शर्मा, न्यायाधीश

नई दिल्ली, 22 दिसम्बर, 2022

का.आ. 1424.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैनेजर, मेसर्स अग्रवाल एक्सपोर्ट मार्बल, उदयपुर (राजस्थान), के प्रबंधन के संबद्ध नियोजकों और अध्यक्ष, जनजाति खान मजदूर संघ के बीच अनुबंध में निर्दिष्ट औद्योगिक अधिकरण-सह-श्रम न्यायालय उदयपुर के पंचाट (संदर्भ सं. 43/2015 आई. टी. आर. (सी) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 08.12.2022 को प्राप्त हुआ था ।

[सं. एल-28011/34/2015- आईआर(एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 22nd December, 2022

S.O. 1424.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 43/2015 I.T.R.(C) of the Industrial Tribunal-cum-Labour Court, Udaipur as shown in the Annexure, in the Industrial dispute between the employers in relation to The Manager, M/s Agarwal Export Marble, Udaipur (Rajasthan), and The President, Janjati Khan Mazdoor Sangh, which was received along with soft copy of the award by the Central Government on 08.12.2022.

[No. L-28011/34/2015-IR(M)]

D. K. HIMANSHU, Under Secy.

अनुबंध

न्यायालय औद्योगिक विवाद अधिकरण एवं श्रम न्यायालय, उदयपुर

I.T.R(C). प्रकरण संख्या 43/2015

अधिसूचना नम्बर :- L-28011/34/2015-IR(M) दिनांक 22.06.2015

अध्यक्ष, जनजाति खान मजदूर संघ बनाम मैनेजर, मै. अग्रवाल एक्सपोर्ट मार्बल

12.03.2022

प्रार्थी अभिभाषक उपस्थित ।

प्रार्थी अभिभाषक ने प्रकरण में दिनांक 09.03.2022 को लोक अदालत की भावना से प्रेरित होकर Not Press किया तथा कोई कार्यवाही नहीं चाही । प्रार्थी पक्ष द्वारा कार्यवाही नहीं चाहने के कारण अब पक्षकारान के मध्य कोई विवाद शेष नहीं रहता है ।

प्रार्थी के इस विवाद में 'No Dispute award' कोई विवाद नहीं का पंचाट पारित किया जाता है ।
सूचना प्रकाशनार्थ भारत-सरकार को भेजी जावे ।
पत्रावली फ़ैसल शुमार होकर दाखिल दफ़तर हो

सदस्य
लोक अदालत

अध्यक्ष,
लोक अदालत

शिव कुमार शर्मा, न्यायाधीश

नई दिल्ली, 22 दिसम्बर, 2022

का.आ. 1425.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स बजाज हिंदुस्तान लिमिटेड, उदयपुर (राजस्थान) के प्रबंधन के संबद्ध नियोजकों और उदयपुर सीमेंट मज़दूर संघ, उदयपुर सीमेंट वर्क्स, उदयपुर (राजस्थान) के बीच अनुबंध में निर्दिष्ट औद्योगिक अधिकरण- सह-श्रम न्यायालय जयपुर के पंचाट (संदर्भ सं. सेंट्रल आईटी केस न. 20/1998 (सी.आई.एस.न. 52/2014) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 23.12.2022 को प्राप्त हुआ था ।

[सं. एल-29011/7/1998- आईआर(एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 22nd December, 2022

S.O. 1425.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.(Central IT Case No. 20/1998 (CIS No. 52/2014) of the Industrial Tribunal-cum-Labour Court, Jaipur as shown in the Annexure, in the Industrial dispute between the employers in relation to M/s Bajaj Hindustan Limited, Udaipur (Rajasthan) and Udaipur Cement Mazdoor Sangh, Udaipur Cement Works, Udaipur (Rajasthan) which was received along with soft copy of the award by the Central Government on 23.12.2022.

[No. L-29011/7/1998 - IR(M)]

D. K. HIMANSHU, Under Secy.

अनुबंध

केन्द्रीय औद्योगिक न्यायाधिकरण, जयपुर, राजस्थान

Presiding Officer : Gajendra Pal Mogha, RHJS
IT (c) Case No. : 20/1998
CIS No. : 52/2014

Reference : Government of India, Ministry of Labour, New Delhi, vide order No. L-29011/7/98-I.R. (Misc.) Dated 4.2.1998 & Corrigendum dated 24.07.1998

प्रेसीडेन्ट, उदयपुर सीमेंट मज़दूर संघ,
उदयपुर सीमेंट वर्क्स, उदयपुर।

...प्रार्थी

बनाम

प्रबंध निदेशक, मै. बजाज हिंदुस्तान लिमिटेड, उदयपुर।

(Formerly M/s Udaipur Cement Works, Udaipur)

... अप्रार्थी

उपस्थित

प्रार्थी की ओर से :

अप्रार्थी की ओर से :

श्री सुरेश कश्यप

श्री आर. के. जैन

दिनांक : 14.11.2022

अवार्ड

भारत सरकार के श्रम मंत्रालय की उपरोक्त आज्ञा क्रमांक से निम्न अनुसूची का विवाद अधिनिर्णय हेतु इस अधिकरण को प्राप्त हुआ है —

“Whether the LTS relating to increase of wages etc. signed by CMA and Central Trade Union Organizations before the CLC (C) on 31-7-92 is applicable to Udaipur Cement Works, as no authority was given by latter works to CMA to them? If not, to what relief the workmen of Udaipur Cement Works are entitled ?”

प्रार्थी यूनियन की ओर से स्टेटमेंट ऑफ क्लेम पेश कर अभिकथन किया कि प्रार्थी यूनियन जो कि ट्रेड यूनियन एक्ट 1926 के अन्तर्गत पंजीकृत संस्था है। प्रार्थी संगठन इण्डियन नेशनल सीमेंट वर्क्स फ़ैडरेशन बम्बई से मान्यता एवं सम्बद्धता रखता है। प्रार्थी का नियोजक उदयपुर सीमेंट वर्क्स कम्पनीज एक्ट में पंजीकृत औद्योगिक ईकाई है एवं सीमेंट मैन्यूफैक्चर्स एसोसियेशन का सदस्य है एवं समझौता दिनांक 31.7.92 में नियोजक पक्ष है। उदयपुर सीमेंट वर्क्स में स्थानीय स्तर पर कभी वेतन समझौते नहीं हुये हैं क्योंकि सीमेंट श्रमिकों के न्यूनतम वेतन निर्धारण एवं उनमें वृद्धि 1960 से राष्ट्रीय स्तर पर हुये हैं, इसके लिये सीमेंट उद्योग को पूरे देश के लिये एक ही रीजन माना गया है। उदयपुर सीमेंट वर्क्स द्वारा उद्योग शुरू करते समय वर्ष 1970 से सीमेंट उद्योग हेतु राष्ट्रीय स्तर पर हुये सभी अवार्ड, पंच, निर्णय एवं समझौते लगातार लागू होते रहे हैं। अतः दिनांक 31.7.92 को चीफ लेबर कमिशनर, भारत सरकार नई दिल्ली के समक्ष संपादित त्रिपक्षीय समझौता भी अप्रार्थी पर बाध्यकारी है। समझौता दिनांक 31.7.92 द्वारा की गई वेतन वृद्धि सीमेंट उद्योग के श्रमिकों की न्यूनतम मजदूरी है, जिससे श्रमिकों को वंचित किया जाना असंवैधानिक है। भारत सरकार द्वारा पूर्व में भी राष्ट्रीय स्तर पर की गई प्रक्रिया अनुसार संपादित समझौते में भी न्यूनतम वेतन निर्धारित होता आया है। भारत सरकार के गजट प्रकाशन दिनांक 30.9.78 में सीमेंट उद्योग हेतु नियुक्त पंचों के अवार्ड में किसी भी सीमेंट उद्योग को पूर्व में भी राष्ट्रीय स्तर के वेतनमानों में आर्थिक घाटे या अन्य कारणों से छूट प्रदान नहीं की गई है। समझौता दिनांक 31.7.92 औद्योगिक विवाद अधिनियम 1947 के नियम 12(3) के अन्तर्गत वैधानिक रूप से समझौता कार्यवाही में त्रिपक्षीय समझौता है, जिसमें सीमेंट श्रमिकों का वेतन न्यूनतम वेतन माना है। उदयपुर सीमेंट वर्क्स, सीमेंट मैन्यूफैक्चर्स एसोसियेशन (बड।) का सदस्य है। औद्योगिक विवाद अधिनियम 1947 के नियम 36(2)(बी) के अन्तर्गत संबंधित विवाद एवं समझौते में स्वयंमेव एक पार्टी है। एसोसियेशन के सदस्यों के लिये पृथक से अधिकृत करने की कोई आवश्यकता नहीं है। अप्रार्थी मै0 उदयपुर सीमेंट वर्क्स औद्योगिक विवाद अधिनियम के नियम 18(3) के अनुसार समझौता दिनांक 31.7.92 मानने के लिये बाध्य हैं। अप्रार्थी संस्थान द्वारा सीमेंट मैन्यूफैक्चर्स एसोसियेशन की सदस्यता नहीं त्यागी है, दिनांक 10.7.92 के पत्र द्वारा मात्र समझौता किये जाने पर असहमति व्यक्त की है, जिसमें स्थानीय यूनियन से समझौता करने का कारण बताया है, जो नियमानुसार संभव ही नहीं है। इसी कारण सीमेंट मैन्यूफैक्चर्स एसोसियेशन (बड।) द्वारा भी इस पत्र का कोई जवाब देना भी उचित नहीं समझा गया। अप्रार्थी उदयपुर सीमेंट वर्क्स ने अपने स्थानीय स्तर पर समझौता करने की सूचना स्थानीय यूनियन को नहीं दी गई। अंत में प्रार्थी यूनियन द्वारा त्रिपक्षीय समझौता दिनांक 31.7.92 लागू करने एवं न्यूनतम वेतन भुगतान अधिनियम 1948 की धारा 20 के अन्तर्गत दस गुना क्षतिपूर्ति सहित भुगतान एवं हर्जा-खर्चा दिलाये जाने की प्रार्थना की है।

अप्रार्थी संस्थान की ओर से जवाब प्रस्तुत कर अभिकथन किया है कि मै0 बजाज हिंदुस्तान सीमेंट मैन्यूफैक्चरिंग एसोसियेशन की सदस्य थी एवं सीमेंट मैन्यूफैक्चरिंग एसोसियेशन सोसायटी रजिस्ट्रेशन एक्ट 1860 के अन्तर्गत पंजीकृत थी। वर्ष 1970 में उदयपुर सीमेंट वर्क्स नाम की इकाई उदयपुर से 32 किलोमीटर

की दूरी पर स्थापित की गई थी। औद्योगिक विवाद अधिनियम की धारा 12(3) के तहत दीर्घकालिक समझौते संपादित हुये हैं। कंपनी प्रबंधन को औद्योगिक संबंधित समस्या, ट्रेड यूनियन लीडरों द्वारा हिंसात्मक गतिविधियां, फ़ैक्ट्री में व्याप्त अनुशासनहीनता व न्यूनतम उत्पादकता इत्यादि के कारण वर्ष 1985-86 से 1991-92 तक करीब 40 करोड़ रु० सालाना निरन्तर घाटा होने के कारण उत्पादन प्रक्रिया को निलंबित करना पड़ा एवं अंततः उक्त इकाई को मै. जे०जे० उद्योग लिमिटेड को 02.12.93 को बेच दिया गया। सेन्ट्रल ट्रेड यूनियन आर्गेनाइजेशन व सीमेंट मैन्यूफैक्चरिंग एसोसियेशन के मध्य हुआ समझौता दिनांक 31.7.92 अप्रार्थी कंपनी पर बाध्यकारी नहीं था क्योंकि उसके अधिकारियों द्वारा कोई समझौता करने हेतु अधिकृत नहीं किया गया था। अप्रार्थी कंपनी द्वारा अपने पत्र दिनांक 10.07.1992 द्वारा सीमेंट मैन्यूफैक्चरिंग एसोसियेशन को सूचित कर दिया गया था कि कंपनी अपने स्वयं के स्तर पर कंपनी की मजदूर यूनियन के साथ समझौता करेगी और उसे राष्ट्रीय समझौता में कोई दिलचस्पी नहीं है तथा यदि उनके द्वारा कोई समझौता किया जाता है कि वह उस पर लागू/बाध्यकारी नहीं होगा। उक्त समझौता दिनांक 31.7.92 को मै. बजाज हिंदुस्तान लिमिटेड द्वारा माननीय राज० उच्च न्यायालय में जरिये रिट याचिका चुनौती दी गई थी जिसमें माननीय उच्च न्यायालय द्वारा अपने आदेश दिनांक 12.02.1993 के जरिये उक्त समझौता दिनांक 31.7.92 की क्रियान्विति कंपनी के संदर्भ में रोक लगा दी गई थी तथा अंतिम आदेश दिनांक 24.9.97 द्वारा रिट याचिका निस्तारित करते हुये कंपनी को संबंधित प्राधिकारी के समक्ष विवाद उठाने हेतु निर्देशित किया गया। उक्त आदेश की अनुपालना में भारत सरकार द्वारा उक्त विवाद न्यायनिर्णयार्थ प्रेषित किया गया है। मै. जे.के. उदयपुर उद्योग लिमिटेड प्रबंधन द्वारा दिनांक 26.7.94 को एक त्रिपक्षीय समझौता संपन्न किया। उक्त समझौते के अनुसार जे.के. उदयपुर उद्योग लिमिटेड द्वारा दिनांक 01.02.93 से 30.6.94 की अवधि के अंतराल में सीमेंट मैन्यूफैक्चरिंग एसोसियेशन तथा सेन्ट्रल ट्रेड यूनियन आर्गेनाइजेशन के मध्य हुये समझौता दिनांक 31.7.92 के अनुरूप मिलने वाले लाभ व राशि का श्रमिकों को 100 प्रतिशत उत्पादन देने तथा औद्योगिक शांति बनाये रखने पर 50 प्रतिशत का भुगतान कर दिया गया है। मै. जे०के० उदयपुर उद्योग लिमिटेड द्वारा दिनांक 1.7.94 से अपने श्रमिकों को उक्त समझौते का 100 प्रतिशत लाभ दिया गया। उक्त समझौता दिनांक 26.7.94 में समझौते की शर्त के अनुसार श्रमिकों द्वारा यह स्वीकार किया गया है कि उक्त समझौता व अन्य सभी समझौते जिसमें समझौता दिनांक 31.7.92 भी शामिल है, अतिष्ठित (Prevail) करेगा तथा श्रमिकगण किसी प्रकार का क्लेम या मांग वित्तीय, आर्थिक व अन्य कार्यान्वयन/परिचालन अवधि के दौरान 31.7.96 तक नहीं उठावेंगे। अतः समझौता दिनांक 31.7.1992 के संबंध में कोई औद्योगिक विवाद नहीं रह जाता है तो अप्रार्थी संस्थान की कोई देयता नहीं बनती है तथा पूर्व श्रमिकगण जो मै० जे०के० उदयपुर सीमेंट उद्योग लिमिटेड में कार्यरत हैं, किसी प्रकार से कोई भुगतान व लाभ के संबंध में कोई शिकायत मै. बजाज हिंदुस्तान के खिलाफ नहीं कर सकते हैं। अंत में प्रार्थी यूनियन द्वारा प्रस्तुत क्लेम खारिज किये जाने की प्रार्थना की है।

प्रार्थी यूनियन की ओर से स्टेटमेंट ऑफ क्लेम के समर्थन में गवाह श्री बाबूलाल धामाई परीक्षित हुये हैं, जिससे अप्रार्थी प्रतिनिधि द्वारा जिरह की गई एवं अप्रार्थी संस्थान की ओर से श्री निर्देश गर्ग परीक्षित हुये हैं, जिससे प्रार्थी प्रतिनिधि द्वारा जिरह की गई है।

उभय पक्षों की बहस सुनी गई। पत्रावली का ध्यानपूर्वक अवलोकन किया गया। प्रार्थी यूनियन के अधिकृत प्रतिनिधि द्वारा बहस की गई है कि समझौता दिनांक 31.7.92 सेन्ट्रल ट्रेड यूनियन आर्गेनाइजेशन व सीमेंट मैन्यूफैक्चरिंग एसोसियेशन के मध्य संपादित त्रिपक्षीय समझौता है। मै० उदयपुर सीमेंट वर्क्स सीमेंट मैन्यूफैक्चरिंग एसोसियेशन की सदस्य है और उक्त समझौता दिनांक 31.7.92 अप्रार्थी संस्थान के ऊपर लागू नहीं होने से अप्रार्थी संस्थान उसे मानने के लिये बाध्यकारी है। केवल 10.7.92 के पत्र द्वारा स्थानीय यूनियन के साथ समझौता करने का कथन करने मात्र से अप्रार्थी संस्थान उक्त समझौता को दरकिनार नहीं कर सकता जबकि अप्रार्थी संस्थान द्वारा स्थानीय यूनियन के साथ कोई समझौता नहीं किया गया तथा वैसे भी सीमेंट उद्योग हेतु राष्ट्रीय स्तर पर संपादित समझौते ही लागू होते आये हैं। अप्रार्थी संस्थान अधिनियम के नियम 18(3) के अनुसार समझौता दिनांक 31.7.92 मानने के लिये बाध्य है अतः तदनुरूप लाभ दिलाये जावें।

इसके विपरीत अप्रार्थी संस्थान के अधिकृत प्रतिनिधि द्वारा बहस की गई है कि अप्रार्थी संस्थान द्वारा उक्त इकाई को मै० जे०के० उद्योग लिमिटेड को दिनांक 02.12.93 को बेच दिया गया था। उसके उपरांत मै०जे०के० उद्योग लिमिटेड व श्रमिकगण के मध्य दिनांक 26.7.94 को त्रिपक्षीय समझौता भी संपादित हुआ है, जिसके तहत पूर्व हुये समझौते समाप्त हो चुके थे। अप्रार्थी संस्थान द्वारा अपने पत्र दिनांक 10.7.92 द्वारा उक्त

समझौता उन पर लागू नहीं होने बाबत सीमेंट मैन्यूफैक्चरिंग एसोसियेशन को सूचित कर दिया गया था। अतः उक्त समझौता दिनांक 10.7.92 अप्रार्थी संस्थान पर बाध्यकारी नहीं है। न्यायिक दृष्टांत *Veermani vs The Presiding Officer, Addl. Labour court and A nother 1997 LLR 891* में माननीय कर्नाटका उच्च न्यायालय द्वारा भी अपने विनिश्चय में इस तरह के मामलों में अप्रार्थी संस्थान के ऊपर संपादित समझौता लागू होने के लिये बाध्यकारी नहीं माना है। अतः प्रार्थी यूनियन द्वारा प्रस्तुत क्लेम खारिज किया जावे।

मैंने उभय पक्षों द्वारा दिये गये तर्कों पर मनन किया एवं पत्रावली का ध्यानपूर्वक अवलोकन किया गया तथा अप्रार्थी प्रतिनिधि द्वारा प्रस्तुत न्यायिक दृष्टांत का ससम्मानपूर्वक अवलोकन व परिशीलन किया।

प्रार्थी यूनियन द्वारा अपने क्लेम में सेन्ट्रल ट्रेड यूनियन आर्गनाइजेशन व सीमेंट मैन्यूफैक्चरिंग एसोसियेशन के मध्य संपादित त्रिपक्षीय समझौता दिनांक 31.7.92 अप्रार्थी संस्थान पर बाध्यकारी होने से लागू किया जाना कथन किया है। पत्रावली के अवलोकन से स्पष्ट है कि उक्त त्रिपक्षीय समझौता दिनांक 31.7.92 सेन्ट्रल ट्रेड यूनियन आर्गनाइजेशन व सीमेंट मैन्यूफैक्चरिंग एसोसियेशन के मध्य हुआ है, जिसमें अप्रार्थी संस्थान की ओर से कोई अधिकृत प्रतिनिधि उपस्थित नहीं था। प्रार्थी प्रतिनिधि द्वारा यह तर्क दिया गया है कि अप्रार्थी संस्थान सीमेंट मैन्यूफैक्चरिंग एसोसियेशन का सदस्य है और इस कारण उक्त समझौता दिनांक 31.7.92 अधिनियम के प्रावधानानुसार उस पर बाध्यकारी है। उदयपुर सीमेंट वर्क्स अप्रार्थी संस्थान में 0 बजाज हिन्दुस्तान लिमिटेड की एक ईकाई है, जो दिनांक 02.12.93 को मै. जे. के उद्योग लिमिटेड को बेचान कर दिया गया था अतः उक्त त्रिपक्षीय समझौते दिनांक 31.7.92 के संपादन के दौरान उदयपुर सीमेंट वर्क्स अस्तित्व में थी, जिसके द्वारा अपने पत्र दिनांक 10.7.92 प्रदर्श एम-2 के द्वारा सीमेंट मैन्यूफैक्चरिंग एसोसियेशन को उक्त समझौता के संबंध में उन पर लागू नहीं होने बाबत कथन किया है तथा साथ ही स्थानीय यूनियन के साथ समझौता करने का कथन किया है। तत्पश्चात् अप्रार्थी उदयपुर सीमेंट वर्क्स द्वारा उक्त ईकाई दिनांक 02.12.93 को मैसर्स जे0के0 उद्योग लिमिटेड को पूर्ण रूप से बेचान कर दिया गया। अप्रार्थी प्रतिनिधि की ओर से प्रस्तुत न्यायिक दृष्टांत *Veermani vs The Presiding Officer, Addl. Labour court and another 1997 LLR 891* में माननीय कर्नाटका उच्च न्यायालय द्वारा अपने विनिश्चय में यह सिद्धांत प्रतिपादित किया है कि जहां म्चसवलमते वबपंजपवद के सदस्य रहते हुये नियोजक ने होने वाले समझौते के संबंध में कोई रुचि नहीं रहने की सूचना दी हो तो वह समझौता उक्त संस्थान पर लागू नहीं होगा। प्रस्तुत प्रकरण में भी अप्रार्थी संस्थान ने सीमेंट मैन्यूफैक्चर्स एसोसियेशन (बड।) के समझौते दिनांक 31.7.92 से पूर्व अपने पत्र दिनांक 10.7.92 द्वारा सूचित कर दिया था कि वह समझौता मानने के इच्छुक नहीं है। अतः प्रस्तुत प्रकरण के तथ्यों एवं परिस्थितियों पर उक्त नजीर पूर्णरूपेण चस्पा होती है। अतः उक्त न्यायिक दृष्टांत में प्रतिपादित सिद्धांत के प्रकाश में उक्त त्रिपक्षीय समझौता दिनांक 31.7.92 अप्रार्थी संस्थान पर बाध्यकारी नहीं माना जा सकता। निष्कर्षतः प्रार्थी यूनियन द्वारा प्रस्तुत स्टेटमेंट ऑफ क्लेम स्वीकार किये जाने योग्य नहीं है। निष्कर्षतः प्रकरण में निम्न अवार्ड पारित किया जाता है —

अवार्ड

“मुख्य समझौता अधिकारी (CLC Centralz) के समक्ष सेन्ट्रल ट्रेड यूनियन आर्गनाइजेशन व सीमेंट मैन्यूफैक्चरिंग एसोसियेशन (CMA) के मध्य संपादित त्रिपक्षीय समझौता 31.07.1992 अप्रार्थी संस्थान उदयपुर सीमेंट वर्क्स के ऊपर लागू नहीं होता है। प्रार्थी यूनियन कोई राहत पाने के अधिकारी नहीं है।”

रैफरेंस तदनुसार उत्तरित किया जाता है।

गजेन्द्र पाल मोघा, न्यायाधीश

नई दिल्ली, 22 दिसम्बर, 2022

का.आ. 1426.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार राजस्थान राज्य खनिज विकास निगम लिमिटेड; टंगस्टन परियोजना, हिंदुस्तान जिंक लिमिटेड, राजस्थान के प्रबंधन के संबद्ध नियोजकों और अध्यक्ष, जनजाति खान मज़दूर संघ के बीच अनुबंध में निर्दिष्ट औद्योगिक अधिकरण- सह-श्रम न्यायालय जयपुर के पंचाट (संदर्भ सं. सेंट्रल आईटी केस न. 61/1995 (सी.आई.एस.

न. 38/2014) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 23.12.2022 को प्राप्त हुआ था।

[सं. एल-29011/8/1995- आईआर(एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 22nd December, 2022

S.O. 1426.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.(Central IT Case No. 61/1995 (CIS NO. 38/2014)) of the Industrial Tribunal -cum -Labour Court, Jaipur as shown in the Annexure, in the Industrial dispute between the employers in relation to Rajasthan Rajya Khanij Vikas Nigam Limited; Tungsten Pariyojna, Hindustan Zinc Limited, (Rajasthan) and Hind Zinc Tungstan Mazdoor Sangh, (Rajasthan) which was received along with soft copy of the award by the Central Government on 23.12.2022.

[No. L-29011/8/1995 - IR(M)]

D. K. HIMANSHU, Under Secy.

अनुबंध

केन्द्रीय औद्योगिक न्यायाधिकरण, जयपुर, राजस्थान

Presiding Officer : Gajendra Pal Mogha, RHJS
Central IT Case No. : 61/1995
CIS No. : 38/2014

रैफरेंस : केन्द्र सरकार, श्रम मंत्रालय, नई दिल्ली का आदेश क्रमांक एल-29011/8/95- आई.आर (विविध) दिनांक 23.8.1995

हिन्द जिंक टंगस्टन मजदूर संघ, डेगाना,

जिला नागौर, राजस्थान जरिये अध्यक्ष

...प्रार्थी यूनियन

बनाम

1. अध्यक्ष एवं प्रबंध संचालक, राजस्थान राज्य खनिज विकास निगम लिमिटेड, (उद्योग भवन के पीछे) खनिज भवन, तिलक मार्ग, जयपुर।
2. डायरेक्टर इंचार्ज, राजस्थान राज्य खनिज विकास निगम लिमिटेड, (उद्योग भवन के पीछे) खनिज भवन, तिलक मार्ग, जयपुर।
3. परियोजना प्रबंधक, टंगस्टन परियोजना, हिंदुस्तान जिंक लिमिटेड, डेगाना, जिला नागौर, राजस्थान।

...अप्रार्थीगण

उपस्थित

प्रार्थी की ओर से :
अप्रार्थी संख्या 1 की ओर से :
अप्रार्थी संख्या 2 की ओर से
अप्रार्थी संख्या 3 की ओर से

श्री जुगलकिशोर अग्रवाल
श्री अभिनव गुप्ता
श्री पी.के. पांडे
श्री निरंजन आर्य

अवार्ड दिनांक : 17.10.2022

अवार्ड

भारत सरकार के श्रम मंत्रालय की उपरोक्त आज्ञा क्रमांक से निम्न अनुसूची का विवाद अधिनिर्णय हेतु इस अधिकरण को प्राप्त हुआ है —

1. “Whether the action of the management of M/s Rajasthan State Mineral Development Corporation is justified in not giving pay scale of Rs. 355-570 (pre-revised) w.e.f. 12-6-80 which is at present 880-1680 to Shri Chaman Singh, pump operator when the scale of Rs. 355-570 (pre-revised) and present pay scale of Rs. 880-1680 are given to Shri Hasan Khan, Pump operator w.e.f. 1.4.78? If not, to what relief the workman is entitled to?”

2. “Whether the workman Shri Hemant Kumar is entitled for the designation and pay scale of Junior Assistant w.e.f. 6-9-83 on the basis of work performed by him through employed as skilled workman, If not, to what relief the workman is entitled to and from which date?”

प्रकरण दर्ज किया जाकर उभय पक्षों को नोटिस जारी किये गये। प्रार्थी यूनियन की ओर से दिनांक 15.3.1997 को स्टेटमेंट ऑफ क्लेम पेश कर अभिकथन किया कि प्रार्थी यूनियन एक रजिस्टर्ड ट्रेड यूनियन है और प्रार्थी श्रमिकगण इसके सक्रिय सदस्य हैं। प्रार्थी यूनियन द्वारा श्रमिकगण चमन सिंह, पंप ऑपरेटर एवं हेमन्त कुमार माथुर को समान कार्य के लिये समान वेतन के सिद्धांत के आधार पर उनके द्वारा संपादित कार्य के अनुरूप वेतन नहीं दिये जाने के कारण यह विवाद उठाया गया है। समान कार्य एवं समान के सिद्धांत के आधार पर प्रार्थी श्रमिकगण चमन सिंह एवं हेमन्त कुमार माथुर को शेड्यूल-ए एवं शेड्यूल बी के मुताबिक वेतन निर्धारित कर वेतन मय ब्याज दिलाये जाने का निवेदन किया है।

अप्रार्थी संख्या 1 व 2 की ओर से जवाब प्रस्तुत कर अभिकथन किया कि प्रार्थी यूनियन द्वारा विवाद बहुत देरी से पेश किया गया है। प्रार्थी श्रमिकगण चमन सिंह एवं हेमन्त कुमार की सेवाएं दिनांक 1.7.1984 से प्रबंधक टंगस्टन विकास निगम, डेगाना में अधिनियम की धारा 25 एफ एफ के अन्तर्गत स्थानांतरित कर दी गई थी। दिनांक 1.7.1984 के पश्चात् प्रार्थी श्रमिक एवं अप्रार्थी के मध्य नियोजित-नियोजक का संबंध नहीं रहा था। प्रार्थी श्रमिकगण को उनके पद के अनुसार निर्धारित वेतन श्रृंखला में वेतन का भुगतान किया गया है, जो उचित एवं वैध है।

अप्रार्थी संख्या 3 की ओर जवाब प्रस्तुत कर प्रारम्भिक आपत्ति की गई कि केन्द्र सरकार द्वारा प्रेषित अधिसूचना में उसे पक्षकार नहीं बनाया गया है। प्रार्थी यूनियन द्वारा अनाधिकृत रूप से अप्रार्थी संख्या 3 का स्टेटमेंट ऑफ क्लेम में अंकित किया गया है। अतः उसके विरुद्ध प्रार्थी यूनियन द्वारा प्रस्तुत स्टेटमेंट ऑफ क्लेम चलने योग्य नहीं है। डेगाना टंगस्टन प्रोजेक्ट, डेगाना भारत सरकार की अनुमति से दिनांक 6.9.1997 से बंद हो चुकी है और बंद संस्थान के विरुद्ध औद्योगिक विवाद चलने योग्य नहीं है। राजस्थान राज्य टंगस्टन डवलपमेंट कारपोरेशन लिमिटेड, राजस्थान स्टेट मिनरल डवलपमेंट कारपोरेशन लिमिटेड, खनिज भवन, तिलक मार्ग की ईकाई है, जो भारत के राजपत्र में प्रकाशित अधिसूचना के अनुसार राजस्थान स्टेट माईन्स एण्ड मिनरल्स लिमिटेड में अमलगमेंट हो गई।

प्रार्थी यूनियन को साक्ष्य हेतु कई अवसर दिये गये किन्तु प्रार्थी यूनियन की ओर से कोई साक्ष्य पेश नहीं की गई। अतः दिनांक 6.6.2017 को प्रार्थी यूनियन की साक्ष्य बंद की गई। अप्रार्थीगण द्वारा भी प्रार्थी यूनियन की ओर से कोई साक्ष्य पेश नहीं होने के कारण कोई साक्ष्य पेश नहीं की गई।

उभय पक्षों की बहस सुनी गई। पत्रावली का ध्यानपूर्वक अवलोकन व अध्ययन किया गया।

प्रार्थी यूनियन की ओर से अधिकृत प्रतिनिधि द्वारा बहस की गई है कि श्रमिकगण को उसके कार्य के अनुरूप समान कार्य एवं समान वेतन के सिद्धांत के अनुरूप वेतन भुगतान नहीं किया गया

है, जो अनुचित एवं अवैध है। अतः श्रमिकगण को उनके कार्य के अनुरूप वेतन का भुगतान मय ब्याज दिलाया जावे।

अप्रार्थीगण के प्रतिनिधि द्वारा बहस की गई है कि प्रार्थी यूनियन द्वारा अपने क्लेम के समर्थन में कोई साक्ष्य पेश नहीं की गई है अतः क्लेम खारिज किया जावे।

वह श्रमिकगण के वेतन श्रृंखला से संबंधित है, जो पूर्णतया साक्ष्य का विषय है। लेकिन प्रार्थी यूनियन की ओर से अपने स्टेटमेंट ऑफ क्लेम के समर्थन में कोई साक्ष्य पेश नहीं की गई है और जो दस्तावेज पेश हुये हैं उन्हें भी अपनी साक्ष्य स प्रमाणित नहीं करवाया गया है। औद्योगिक विवाद अधिनियम के प्रावधानों के तहत स्टेटमेंट ऑफ क्लेम में वर्णित तथ्यों को सिद्ध करने का भार स्वयं प्रार्थी यूनियन पर था लेकिन प्रार्थी यूनियन की ओर से प्रस्तुत स्टेटमेंट ऑफ क्लेम के समर्थन में कोई साक्ष्य पेश नहीं की गई है। प्रार्थी यूनियन द्वारा प्रस्तुत स्टेटमेंट ऑफ क्लेम स्वीकार किये जाने योग्य नहीं है। अतः प्रार्थी यूनियन साक्ष्य के अभाव में कोई राहत पाने का अधिकारी नहीं रह जाता है। निष्कर्षतः प्रकरण में निम्न अवार्ड पारित किया जाता है —

अवार्ड

“प्रार्थी यूनियन हिन्द जिंक टंगस्टन मजदूर संघ, डेगाना, जिला नागौर द्वारा श्रमिकगण चमन सिंह को वेतन श्रृंखला 355—570 (प्री-रिवाईज्ड) एवं वर्तमान वेतन श्रृंखला 880—1680 नहीं दिया जाना एवं हेमन्त कुमार को जूनियर असिस्टेंट के पद की वेतन श्रृंखला नहीं दिया जाना उचित एवं वैध है। प्रार्थी श्रमिकगण कोई राहत पाने के अधिकारी नहीं है।”

रैफरेंस तदनुसार उत्तरित किया जाता है।

गजेन्द्र पाल मोघा, न्यायाधीश

नई दिल्ली, 26 दिसम्बर, 2022

का.आ. 1427.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ सं. 22/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15.11.2022 को प्राप्त हुआ था।

[सं. एल-22012/43/2010- आईआर(सी एम- II)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 26th December, 2022

S.O. 1427.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 22/2010) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure, in the industrial dispute between the Management of E.C.L. and their workmen, received by the Central Government on 15.11.2022.

[No. L-22012/43/2010- IR(CM-II)]

RAJENDRA SINGH, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
ASANSOL

PRESENT: Shri Ananda Kumar Mukherjee, Presiding Officer,
C.G.I.T-cum-L.C., Asansol

REFERENCE CASE No. 22 OF 2010

PARTIES : Munir Hussain.

Vs.

Management of Mithani Colliery, Sodepur Area of M/s. ECL.

REPRESENTATIVES:

For the Union/Workman: Mr. Rakesh Kumar, President, Koyala Mazdoor Congress.
For the Management: Mr. P. K. Goswami, Learned Advocate.

INDUSTRY: Coal.
STATE: West Bengal.
Dated: 02.11.2022

AWARD

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour, vide its Order No. L-22012/43/2010-IR(CM-II) dated 07.12.2010 followed by a Corrigendum dated 06.11.2015 has been pleased to refer the following dispute between the employers, that is the Management of Mithani Colliery, Sodepur Area, Eastern Coalfields Limited and their workman for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the Management of Mithani Colliery of M/s. ECL in not protecting the wages of Shri Munir Hussain while conversion from Piece Rates to Time Rate, is justified? What relief the workman is entitled to and from which date?”

1. On receiving Order No. L-22012/43/2010-IR(CM-II) dated 07.12.2010 followed by a Corrigendum dated 06.11.2015 from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a **Reference case No. 22 of 2010** was registered on 09.12.2011 and an order was passed issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims and a list of witnesses. Both parties appeared before the Tribunal through their authorized representatives.
2. The workman submitted written statement on 10.07.2013. the Management of Eastern Coalfields Limited submitted written statement on 06.09.2016. No evidence was adduced by the parties.
3. Contention of the workman is that he is a permanent employee of the Company having a designation of U.G. Loader at Mithani Colliery under Sodepur Area of Eastern Coalfields Limited. Due to sustaining injury during his underground employment, he was sent to the Apex Medical Board and was declared unfit for performing the loader's job. The workman was therefore converted from Piece Rate (PR) to Time Rate (TR) i.e. from Group VA to Cat-II but while fixing his pay the basic pay of the employee was not protected. Before his conversion his pay was Rs.199/- (Rupees one hundred and ninety-nine only) per day and after conversion his basic pay was fixed as Rs.189.46 (Rupees one hundred eighty-nine and forty-six paise only) per day. Instant Reference has been made for adjudicating the question as to whether this conversion without protecting the basic pay was legal and justified.
4. When the case is called up today i.e. 02.11.2022 for evidence of the workman i.e. Munir Hussain, Mr. Rakesh Kumar, President, Koyala Mazdoor Congress submitted an application stating that the workman has retired from the service of the company and not interested in proceeding with the case. As such necessary order may be passed.
5. In view of the submission I am of the view the workman who is not interested to proceed with the case is presume to have no dispute with the Management over the matter. The Reference case is therefore disposed of. Hence,

ORDER

A **No Dispute Award** be drawn up in respect of the above Reference. Let copies of the Award be sent to the Ministry of Labour, Govt. of India, New Delhi for information and notification. The Reference is accordingly disposed of.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 26 दिसम्बर, 2022

का.आ. 1428.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण—सह—श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ संख्या 43/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15.11.2022 को प्राप्त हुआ था।

[सं. एल-22012/183/2012-आईआर(सी एम-II)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 26th December, 2022

S.O. 1428.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 43/2012) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure, in the industrial dispute between the Management of E.C.L. and their workmen, received by the Central Government on 14/12/2022.

[No. L-22012/183/2012 - IR(CM- II)]

RAJENDER SINGH, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, ASANSOL

PRESENT: Shri Ananda Kumar Mukherjee,
Presiding Officer,
C.G.I.T-cum-L.C., Asansol

REFERENCE CASE NO. 43 OF 2012

PARTIES: Management of Kumardihi 'B' Colliery of M/s. ECL

Vs.

Duruka Munda

REPRESENTATIVES:

For the Management: Mr. P. K. Goswami, Learned Advocate.

For the Union/Workman: Mr. S. K. Pandey, General Secretary, Colliery Mazdoor Congress (HMS).

INDUSTRY: Coal.

STATE: West Bengal.

DATED: 27.10.2022

AWARD

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Govt. of India through the Ministry of Labour, vide its Order No. **L-22012/183/2012-IR(CM-II)** dated 19.11.2012 has been pleased to formulate and refer this dispute for adjudication by this Tribunal.

SCHEDULE

“ Whether the action of the Management of M/s. Kumardihi ‘B’ Colliery in dismissing Shri Duruka Munda, Ex-U.G.Loader is justified? What relief the workman concerned is entitled to and from which date? ”

1. Having received Order No. L-22012/183/2012-IR(CM-II) dated 19.11.2012 from the Government of India, Ministry of Labour, New Delhi a **Reference case No. 43 of 2012** was registered on 10.11.2012. Notices were issued to the Management of Eastern Coalfields Limited as well as the General Secretary, Colliery Mazdoor Congress (HMS), Union, representing the workman, directing them to submit their written statements along with relevant documents and list of witnesses before this Tribunal.

2. Written statement was filed on behalf of the Management on 23.07.2013 and by the workman on 02.06.2016. The case was thereafter fixed for hearing on a preliminary point regarding fairness of the Enquiry Proceeding. Since the Management of Eastern Coalfields Limited did not opt to adduce evidence on the preliminary issue the case was again fixed for final hearing and adducing evidence by the workman.

3. During pendency of the proceeding the parties entered into a mutual agreement in presence of their representatives and on the basis of the agreement entered into between both parties on 29.03.2019, Duruka Munda who was terminated from service for his unauthorized absence was reinstated in service in the initial basic as General Mazdoor, Category-I. A copy of the memorandum of settlement in Form “H” was forwarded to this Tribunal by the Agent of Kumardihi B Colliery of M/s. Eastern Coalfields Limited vide Ref. No. KB/AGT/PER/CGIT/2019/71 dated 15/16.04.2019. On 11.10.2022 when the record was placed before this Tribunal none of the parties were found present. Having perused the Reference framed by the Government of India for adjudication and the terms of settlement which were arrived between the parties, it is abundantly clear that the concerned employee has already been reinstated according to terms of settlement and no dispute exists between them. Accordingly, an Award is passed in favour of the workman treating the terms of settlement a part of the award.

Hence,

ORDER

An Award be passed on the basis of the terms of settlement dated 29.03.2019, treating the terms of settlement in Form “H” as part of the Award. Let copies of the Award be sent to the Ministry of Labour, Government of India for information and notification. The Reference case is accordingly disposed of.

ANANDA KUMAR MUKHERJEE, Presiding Officer,

नई दिल्ली, 26 दिसम्बर, 2022

का.आ. 1429.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ सं. 07/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11.11.2022 को प्राप्त हुआ था।

[सं. एल-22012/264/2006-आईआर(सी एम-II)]

राजेन्द्र सिंह, अवसर सचिव

New Delhi, the 26th December, 2022

S.O. 1429.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 07/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure, in the industrial dispute between the Management of E.C.L. and their workmen, received by the Central Government on 11.11.2022.

[No. L-22012/264/2006 - IR(CM-II)]

RAJENDER SINGH, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT,
ASANSOL**

PRESENT : Shri Ananda Kumar Mukherjee, Presiding Officer,
C.G.I.T-cum-L.C., Asansol.

REFERENCE CASE No. 07 OF 2007

PARTIES : Radheshyam Roy.

Vs.

Management of Shyamsunderpur Colliery, Bankola Area, M/s. ECL

REPRESENTATIVES:

For the Management: Mr. P. K. Goswami, Learned Advocate.

For the Union/Workman: Mr. S. K. Pandey, General Secretary, Colliery Mazdoor Congress.

INDUSTRY: Coal.

STATE: West Bengal.

Dated: 01.11.2022

AWARD

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour, vide its Order **No. L-22012/264/2006 – IR (CM-II)** dated 18.01.2007 has been pleased to refer the following dispute between the employers, that is the Management of Shyamsunderpur Colliery under Bankola Area of M/s. Eastern Coalfields Limited and their workman for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the Management of Shyamsunderpur Colliery under Bankola Area of M/s. Eastern Coalfields Limited, in dismissing Mr. Raddheyshyam Roy from services w.e.f. 4.7.2001 is legal and justified? If not, to what relief is the workman entitled?”

1. On receiving Order **No. L-22012/264/2006 – IR (CM-II)** dated 18.01.2007 from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a **Reference case No. 07 of 2007** was registered on 19.02.2007 and an order was passed issuing notice to the parties through registered post, directing them to appear and submit their written statements along with the relevant documents in support of their claims and a list of witnesses. Both parties appeared before the Tribunal through their authorized representatives.

2. Written statements were filed by the Management of Eastern Coalfields Limited as well as by the workman, represented by Koyala Mazdoor Congress, Union. Radheshyam Roy, the dismissed employee filed his affidavit-in-chief and was cross-examined on behalf of Eastern Coalfields Limited.

3. The case is fixed up today i.e. 01.11.2022 for order in respect of settlement. Mr. P. K. Goswami, learned advocate for the Management submitted that the industrial dispute between the workman Radheshyam Roy and the Management of Eastern Coalfields Limited has been amicably settled on 23.11.2018.

4. It appears from the record that on 20.03.2019 an intimation was received by this Tribunal to the effect that the industrial dispute between the parties has been resolved according to the terms of agreement in Form ‘H’.

5. In view of such settlement and the terms and conditions laid down in the memorandum of agreement dated 23.11.2018. Radheshyam Roy, the dismissed employee has been reinstated in service in the initial basic as General Mazdoor, Cat-I. The period from the dismissal till his re-instatement has been treated as dies-non and the workman is not entitled to any kind of back wages. In light of the above findings let an Award of no dispute be passed. Hence,

ORDER

The Reference case is disposed of in favour of the workman. A **No Dispute Award** be passed in terms of memorandum of agreement in Form ‘H’ which is made a part of the Award. Let copies of the Award be sent to the Ministry of Labour, Govt. of India, New Delhi for information and necessary action.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 26 दिसम्बर, 2022

का.आ. 1430.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण—सह—श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ सं. 13/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 09.11.2022 को प्राप्त हुआ था।

[सं. एल-22012/75/2014- आईआर(सी एम-II)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 26th December, 2022

S.O. 1430.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 13/2014) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure, in the industrial dispute between the Management of E.C.L. and their workmen, received by the Central Government on 09.11.2022

[No. L-22012/75/2014 - IR(CM-II)]

RAJENDER SINGH, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT,
ASANSOL**

PRESENT : Shri Ananda Kumar Mukherjee, Presiding Officer
C.G.I.T-cum-L.C., Asansol

REFERENCE CASE NO. 13 OF 2014

PARTIES : Management of Monoharbahal Colliery under Salanpur Area of M/s. ECL

Vs.

Baleswar Mahali

REPRESENTATIVES:

For the Management: Mr. P. K. Das, Learned Advocate.

For the Union/Workmen: Mr. S. K. Pandey, General Secretary, Colliery Mazdoor Congress.

. INDUSTRY: Coal.

STATE : West Bengal.

DATED : 25.10.2022

AWARD

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Govt. of India through the Ministry of Labour, vide its Order No. **L-22012/75/2014-IR(CM-II)** dated 25.11.2014 and Corrigendum dated 10.05.2016 has been pleased to refer the following dispute between the employers that is the Management of Monoharbahal Colliery under Salanpur Area of M/s. Eastern Coalfields Limited and the workman Baleswar Mahali for adjudication by this Tribunal.

SCHEDULE

“ Whether the action of the Management of M/s. Eastern Coalfields Ltd. in relation its Manoharbahal Colliery under Salanpur Area in imposing a punishment of dismissal on Shri Baleswar Mahali, U. G. Loader w.e.f. 29/03/2008, vide order No. C-6/36/P-240 dated 29/03/2008 is just and legal? If not, to what relief the workman is entitled to? ”

1. After receiving Order No. **L-22012/75/2014-IR(CM-II)** dated 25.11.2014 followed by a Corrigendum dated 10.05.2016 whereby a Reference was framed by the Government of India, Ministry of Labour, New Delhi for adjudication, a **Reference case No. 13 of 2014** was registered on 16.12.2014. Notices were issued to the Management of Eastern Coalfields Limited as well as the Secretary, Koyala Mazdoor Congress, Union, representing the workman, directing them to file their statements of claim along with relevant documents and list of witnesses in support of their respective claims.

2. The case is fixed up today for further order. On perusal of the record, it appears that previously the case was fixed for evidence. In the meantime on 23.11.2018 a settlement has been reached between the representative of the workman, BaleswarMahali and the Management. Agreement signed between the parties on 23.11.2018 containing the terms of settlement has been filed on 01.01.2019 and placed with the record only on 23.08.2022.

3. On call none appears for the workman. Mr. P. K. Das, learned advocate appears for the Management. I have considered the order of Reference dated 25.11.2014 as well as Corrigendum dated 10.05.2016 and Terms of Settlement dated 23.11.2018.

4. Reference was framed for adjudication of an Industrial Dispute as to whether the action of Management of M/s. Eastern Coalfields Limited in relation to Monoharbahal Colliery under Salanpur Area was justified and legal in dismissing Baleswar Mahali, U.G. Loader w.e.f. 29.03.2008. During pendency of the Reference parties arrived at a mutual settlement on 23.11.2018 on the terms and conditions enumerated under serial Nos. I to VIII of the agreement. According to the terms of settlement Baleswar Mahali, U. M. No. 103255 of Manoharbahal Colliery was reinstated without any back wages for the period of his idleness.

5. The Reference case is accordingly disposed of in favour of the workman and an Award is passed treating the Settlement dated 23.11.2018 in three (3) pages as a part of this Award. Copies of Award in duplicate be sent to the Ministry for Notification. Hence,

ORDER

The Reference case be disposed of and the mutual settlement dated 23.11.2018 be treated as a part of the Award.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 26 दिसम्बर, 2022

का.आ. 1431.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण—सह—श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ सं. 11/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 09.11.2022 को प्राप्त हुआ था।

[सं. एल-22012/81/2009- आईआर(सी एम-II)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 26th December, 2022

S.O. 1431.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 11/2010) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure, in the industrial dispute between the Management of E.C.L. and their workmen, received by the Central Government on 09/11/2022

[No. L-22012/81/2009 – IR (CM-II)]

RAJENDER SINGH, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,

ASANSOL

PRESENT : Shri Ananda Kumar Mukherjee, Presiding Officer.
C.G.I.T-cum-L.C., Asansol.

REFERENCE CASE No. 11 OF 2010**PARTIES :** Bhuneshwar Das.**Vs.**

Management of Shyamsunderpur Colliery, Bankola Area, M/s. ECL.

REPRESENTATIVES:

For the Management: Mr. P. K. Goswami, Learned Advocate.
For the Union/Workman: Bhuneshwar Das, previously represented by
Mr. G. P. Mal, Learned Advocate.

INDUSTRY : Coal.**STATE :** West Bengal.**Dated :** 01.11.2022**AWARD**

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour, vide its Order **No. L-22012/81/2009 – IR (CM-II)** dated 02.03.2010 has been pleased to refer the following industrial dispute between the employers, that is the Management of Shyamsunderpur Colliery under Bankola Area of M/s. Eastern Coalfields Limited and their workman for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the Management of Shyamsunderpur Colliery under Bankola Area of M/s. ECL in dismissing Sri Bhuneshwar Das, w.e.f. 16.06.2007 is legal and justified? To what relief is the claimant entitled for?”

1. After receiving Order **No. L-22012/81/2009 – IR (CM-II)** dated 02.03.2010 from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a **Reference case No. 11 of 2010** was registered on 18.03.2010 and an order was passed issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims along with a list of witnesses. Both parties appeared before the Tribunal through their authorized representatives.

2. Written statements were submitted by both the parties. Bhuneshwar Das was also examined as Workman Witness. Mr. P. K. Goswami, learned advocate for the Eastern Coalfields Limited Management submitted that the dispute between the parties has been settled as per terms of agreement in Form ‘H’. Learned advocate thereafter prayed for passing an Award of “no dispute” between the parties. The record reveals that the Agent, Shyamsunderpur Colliery of M/s. ECL in his letter dated 13.12.2018 addressed to this Tribunal disclosed that the concerned workman, Management of ECL and the Union would separately file petition before this Tribunal to the effect that the matter was settled and no dispute existed between them. A copy of the terms of settlement has been enclosed with the letter. No separate application has been filed by the workman or by the learned advocate of the Management. Considering the terms of agreement, it appears that the ex-employee has been reinstated in service as General Mazdoor, Cat-I. The period from his dismissal till reinstatement was treated as dies-non and the workman was not entitled to any back wages.

3. In the light of the agreement reached between the parties the Reference case is disposed of and an Award is passed to the effect that no dispute exists between the parties. A copy of the Memorandum of Settlement dated 23.11.2018 is treated as part of the Award.

Hence,

ORDER

That a **No Dispute Award** be passed treating the terms and conditions of the settlement dated 23.11.2018 as part of the Award. Let copies of the Award be sent to the Ministry of Labour, Govt. of India, New Delhi for information and needful. The Reference is accordingly disposed of.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 26 दिसम्बर, 2022

का.आ. 1432.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण—सह—श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ सं. 02/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14.12.2022 को प्राप्त हुआ था।

[सं. एल-22012/78/2010- आईआर(सी एम-II)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 26th December, 2022

S.O. 1432.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 02/2011) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure, in the industrial dispute between the Management of E.C.L. and their workmen, received by the Central Government on 14.12.2022.

[No. L-22012/78/2010- IR (CM-II)]

RAJENDER SINGH, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, ASANSOL

PRESENT: Shri Ananda Kumar Mukherjee, Presiding Officer,
C.G.I.T-cum-L.C., Asansol.

REFERENCE CASE No. 02 OF 2011

PARTIES : Kamal Majhi.

Vs.

Management of Manoharbahal Colliery, Salanpur Area, M/s. ECL.

REPRESENTATIVES:

For the Management: Mr. P. K. Das, Learned Advocate.

For the Union/Workman: Mr. S. K. Pandey, General Secretary, Colliery Mazdoor Congress (HMS).

INDUSTRY: Coal.

STATE: West Bengal.

Dated: 11.11.2022

AWARD

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour, vide its Order **No. L-22012/78/2010 – IR (CM-II)** dated 28.12.2010 has been pleased to refer the following dispute between the employers, that is the Management of Manoharbahal Colliery under Salanpur Area of M/s. Eastern Coalfields Limited and their workman for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the Management of Manoharbahal Colliery under Salanpur Area of M/s. Eastern Coalfields Limited, in dismissing Sri Kamal Majhi, Underground Loader, UM No. 137940 w.e.f. 26.06.2009 is legal and justified? To what relief is the concerned workman entitled?”

1. On receiving Order **No. L-22012/78/2010 – IR (CM-II)** dated 28.12.2010 from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a **Reference case No. 02 of 2011** was registered on 09.12.2011 and an order was passed issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims and a list of witnesses. Both parties appeared before the Tribunal through their authorized representatives.

2. The Reference case is fixed up today for evidence of Management Witness. Mr. P. K. Das, learned advocate for M/s. ECL Management is present. None appeared for the workman. It is submitted by Mr. P. K. Das that the dispute referred for adjudication is whether the dismissal of Kamal Majhi w.e.f. 26.06.2009 was legal and justified. During pendency of the proceeding the employer and employee arrived at an amicable settlement on 23.11.2018 and in terms of settlement the workman who had been dismissed from service was reinstated in the initial basic as General Mazdoor in TR (Time Rate) Cat-I. It was further agreed that the employee will unconditionally withdraw all pending claims/dispute raised by him or any union before any forum / court of law relating to his dismissal and submit a no objection certificate before the Management. Learned advocate for M/s. ECL urged that the Reference case may be disposed of in terms of settlement arrived at between the parties.

3. On a perusal of the record, I find that after registration of this case the workman adduced evidence and he was cross-examined. Thereafter, a memorandum of settlement in Form 'H' was filed before this Tribunal disclosing the terms of settlement. The workman put his LTI (left thumb impression) on the Agreement and he was represented by Shri S. K. Pandey, General Secretary, HMS. As the dispute has been resolved an Award is passed in favour of the workman treating the Memorandum of Settlement dated 23.11.2018 in three (3) pages as a part of the Award. Hence,

ORDER

The Reference case is disposed of in favour of the workman. A “**No Dispute Award**” be passed in terms of Memorandum of Settlement dated 23.11.2018 in Form 'H' which is made a part of the Award. Let copies of the Award be sent to the Ministry of Labour, Govt. of India, New Delhi for information and necessary action.

ANANDA KUMAR MUKHERJEE, Presiding Officer,

नई दिल्ली, 26 दिसम्बर, 2022

का.आ. 1433.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ सं. 129/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14.12.2022 को प्राप्त हुआ था।

[सं. एल-22012/469/98- आईआर(सी एम-II)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 26th December, 2022

S.O. 1433.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 129/1999) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure, in the industrial dispute between the Management of E.C.L. and their workmen, received by the Central Government on 14.12.2022

[No. L-22012/469/98- IR(CM-II)]

RAJENDER SINGH, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,

ASANSOL

PRESENT: Shri Ananda Kumar Mukherjee, Presiding Officer,
C.G.I.T-cum-L.C., Asansol.

REFERENCE CASE No. 129 OF 1999

PARTIES: Gantai Sahu and five others.

Vs.

Management of Bahula Colliery of M/s. ECL.

REPRESENTATIVES:

For the Union/Workmen: Mr. Rakesh Kumar, President, Koyala Mazdoor Congress.

For the Management : Mr. P. K. Das, Learned Advocate.

INDUSTRY: Coal.

STATE: West Bengal.

Dated: 05.12.2022

AWARD

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour, vide its Order **No. L-22012/469/98/IR(CM-II)** dated 26/28.07.1999 has been pleased to refer the following dispute between the employers, that is the Management of Bahula Colliery under Kenda Area of M/s. Eastern Coalfields Limited and their workmen for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the Management of Bahula Colliery of Kenda Area of M/s. ECL in not protecting the pay in respect of S/Sh. Gantai Sahu and five others (list enclosed) at the time of conversion from Piece Rate to Time Rate during 1996 is legal and justified? If not, to what relief the workmen concerned are entitled?”

1. On receiving Order **No. L-22012/469/98/IR(CM-II)** dated 26/28.07.1999 from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a **Reference case No. 129 of 1999** was registered on 04.10.2001 and an order was passed issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims and a list of witnesses. Both parties appeared before the Tribunal through their authorized representatives.

2. The case was fixed up on 28.11.2022 for submitting written communication by workmen as to whether they want to proceed or not and for hearing of argument. Mr. P. K. Das, learned advocate for ECL Management was present. Mr. Rakesh Kumar, President, Koyala Mazdoor Congress submitted that he made frantic efforts to contact the workmen but received no information about them. Mr. Rakesh Kumar submitted that since the workmen are not available and made no contact for a long time, the case may be disposed of in the form of No Dispute Award.

3. The point of contention in this case is whether the action of the Management of Bahula Colliery of Kenda Area of M/s. Eastern Coalfields Limited is justified in not protecting the pay in respect of Gantai Sahu and five others at the time of their conversion from Piece Rate to Time Rate during 1996 and to what relief the workmen concerned were entitled to. It appears from the written statement submitted by the Management with rejoinder that such conversions of work from Piece Rate to Time Rate were made on the basis of option given by the workman as such the company had no obligation to ensure payment of wages which they were getting for Piece Rate work. Furthermore, the claim was not in consonance with the norms of the company and that the wages were fixed for Time Rate work according to Nation Coal Wage Agreement – V (NCWA-V).

4. None of the parties have adduced any evidence in this case which is pending since the year 1999. As the workmen involved in the dispute have not come forward to adduce any evidence and they have opted for the conversion from Piece Rate (PR) to Time Rate (TR), I am of the view that their claim for Piece Rate wages is not tenable. Accordingly, the Reference case is disposed in the form of **No Dispute Award**. Hence,

ORDERED

Let a **No Dispute Award** be drawn up in respect of the above Reference. Copies of the same in duplicate be sent to the Ministry of Labour and Employment, Government of India, New Delhi for information and notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 26 दिसम्बर, 2022

का.आ. 1434.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ संख्या 34/2019) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14.12.2022 को प्राप्त हुआ था।

[सं. एल-22012/76/2019- आईआर(सी एम- II)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 26th December, 2022

S.O. 1434.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 34/2019) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure, in the industrial dispute between the Management of E.C.L. and their workmen, received by the Central Government on 14.12.2022

[No. L-22012/76/2019- IR(CM-II)]

RAJENDER SINGH, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
ASANSOL****PRESENT:** Ananda Kumar Mukherjee, Presiding Officer, Asansol**REFERENCE NO. 34 OF 2019****PARTIES:** The Management of Central Kajora Colliery of M/s. ECL

v/s

Kartick Bouri

REPRESENTATIVES:

For the Management	:	Sh. P. K. Das, Learned Advocate
For the Union (Workman)	:	Sh. Niren Chandra Das, President of BMS
INDUSTRY	:	COAL
STATE	:	WEST BENGAL
Dated	:	<u>28.11.2022</u>

AWARD

In exercise of powers conferred under clause (d) of Sub-section(1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), Govt. of India through the Ministry of Labour and Employment, New Delhi vide its Letter **NO. L-22012/76/2019-IR (CM-II)** dated 04.09.2019 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the management of Central Kajora Colliery Ltd. of Eastern Coalfields by not regularizing Sri Kartick Bouri as Caplamp Fitter is justified or not. If not, what relief the workman is entitled to? ”

1. On receiving Order **NO. L-22012/76/2019-IR (CM-II)** dated 04.09.2019 from the Govt. of India, Ministry of Labour and Employment, New Delhi for adjudication of the Industrial Dispute, a Reference Case **No.34 of 2019** was registered on 18.09.2019 and an order was passed issuing notice to file written statements along with documents and list of witnesses.

2. The case is fixed up today for filing of written statements. Mr. P. K. Das, Learned Advocate, filed a written statement through the Agent, Khas Kajora Colliery of M/s. ECL stating therein that Kartick Bouri, the workman, was working as Lamp Mazdoor at Khas Kajora Colliery and later on, on his personal request he has been deployed at Ghanshyam Colliery in miscellaneous jobs. Hence, his claim for regularization as Lamp Charger in Category-III has no relevance in relation to his present job and the same can not be considered. It is submitted that on the factual position the claim made by the workman can not be entertained.

3. Mr. Niren Chandra Das, the Union representative, file an application stating that Kartick Bouri, UN No.553410 has been offered suitable job by the Management of Central Kajora Colliery of M/s. ECL, which he has accepted. The workman prayed for closing the adjudication in the shape of a 'No Dispute Award'.

4. Considering the above facts and circumstances, I hold that there is no dispute between the parties for further adjudication. Accordingly, a 'No Dispute Award' is passed. The Reference Case is disposed of.

Hence,

ORDERED

Let a 'No Dispute Award' be drawn up. The Reference Case is disposed of. Copies of award in duplicate be sent to the Ministry of Labour and Employment, Govt. of India, New Delhi for information and notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 26 दिसम्बर, 2022

का.आ. 1435.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ सं. 14/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25.11.2022 को प्राप्त हुआ था।

[सं. एल-22012/22/2012- आईआर(सी एम -II)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 26th December, 2022

S.O. 1435.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 14/2012) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure, in the industrial dispute between the Management of E.C.L. and their workmen, received by the Central Government on 25.11.2022.

[No. L-22012/22/2012 - IR(CM-II)]

RAJENDER SINGH, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, ASANSOL

PRESENT: Shri Ananda Kumar Mukherjee, Presiding Officer,
C.G.I.T-cum-L.C., Asansol

REFERENCE CASE No. 14 OF 2012

PARTIES: Colliery Mazdoor Congress (INTUC).

Vs.

Management of Narsamuda Colliery of M/s. ECL.

REPRESENTATIVES:

For the Union/Workman: None

For the Management : Mr. P. K. Das, Learned Advocate.

INDUSTRY: Coal.**STATE:** West Bengal**Dated:** 14.11.2022**AWARD**

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour, vide its Order No. L-22012/22/2012-IR(CM-II) dated 29.03.2012 has been pleased to refer the following dispute between the employers, that is the Management of Narsamuda Colliery under Sodepur Area of M/s. Eastern Coalfields Limited and their workmen for adjudication by this Tribunal.

SCHEDULE

“Whether the demand of disputant Union for payment of HRA @ 20% of basic pay to the employees Narsamuda Colliery under Sodepur area of M/s. ECL w.e.f. 01.01.2009 is fair and justified? To what relief the concerned workmen are entitled to?”

1. On receiving Order No. L-22012/22/2012-IR(CM-II) dated 29.03.2012 from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a **Reference case No. 14 of 2012** was registered on 19.04.2012 and an order was passed issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims and a list of witnesses. Both parties appeared before the Tribunal through their authorized representatives.

2. The case is fixed up today for adducing evidence by Management Witness for admitting some relevant documents and for hearing of argument. The dispute referred for adjudication by this tribunal is whether the demand for payment of HRA @ 20% of basic pay to the employees of Narsamuda Colliery under Sodepur Area of M/s. Eastern Coalfields Limited w.e.f. 01.01.2009 is fair and justified. In this industrial dispute the Union of Colliery Mazdoor Congress (INTUC) is found un-represented. On repeated calls none appeared for the Trade Union. No workman has been referred in the Schedule who may be called upon to represent the case. Therefore, in absence of Union representative of Colliery Mazdoor Congress (INTUC) it is presumed that there is “no dispute” to proceed further.

3. In view of non-participation by Union representative the Reference case is disposed of in the form of an Award of No Dispute.

ORDERED

The Reference is accordingly disposed of. An Award of **No Dispute** is passed. Let copies of the Award be sent to the Ministry of Labour and Employment, Government of India, New Delhi for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 26 दिसम्बर, 2022

का.आ. 1436.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ सं. 01/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 09.11.2022 को प्राप्त हुआ था।

[सं. एल-22013/01/2022- आईआर(सी एम- II)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 26th December, 2022

S.O. 1436.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 01/2014) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure, in the industrial dispute between the Management of E.C.L. and their workmen, received by the Central Government on 09.11.2022.

[No. L-22013/01/2022 - IR (CM-II)]

RAJENDER SINGH, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT,
ASANSOL**

PRESENT: Shri Ananda Kumar Mukherjee, Presiding Officer,
C.G.I.T-cum-L.C., Asansol

L. C. APPLICATION NO. 01 OF 2014

PARTIES: Sabi Bouri.

Vs.

General Manager, Pandaveswar Area, M/s. ECL and two others.

REPRESENTATIVES:

For the Management : Mr. P. K. Das, Learned Advocate.
For the Union/Workmen : Sabi Bouri, previously represented by
Mr. G. P. Mal, Learned Advocate.

INDUSTRY : Coal

STATE : West Bengal

DATED : 28.10.2022

AWARD

1. Instant application under section 33 (c) (2) of the Industrial Dispute Act, 1947 was filed by Sabi Bouri, wife of Late Sriram Bouri, deceased employee of Eastern Coalfields Limited, praying for payment of dues in respect of enhanced Life Cover Scheme payable to her husband as per provision of NCWA-IX.

2. Brief fact of petitioner's case is that Sriram Bouri, her husband was a permanent employee of the Eastern Coalfields Limited and posted as a Security Guard at Jorekury Palasthai Kankartala Colliery under Pandaveswar Area of Eastern Coalfields Limited, having U.M. No. 712039 and C.M.P.F. No. c/421453. The husband of the petitioner died in harness on 14.11.2003 at Central Hospital, Kalla. The petitioner along with the death certificate of her husband submitted an application to the Management of Eastern Coalfields Limited seeking payment of the legal dues in respect of her husband. The petitioner received the C.M.P.F. dues with interest on 12.02.2009, gratuity to the tune of Rs.1,45,839.54/- (rupees one lac fortyfive thousand eight hundred thirtynine and fiftyfour paise only) in 2006 and Rs.40,000/- (rupees forty thousand only) towards Life Cover Scheme on 21.10.2013 through cheque No. 703098 dated 17.10.2013. it is alleged that the Management intentionally delayed the payment of Life Cover Scheme for a period of ten (10) years as a result she suffered immensely due to such delayed payment. The contention of the petitioner is that National Coal Wage Agreement – IX (NCWA-IX) came into effect from 01.02.2012 and as per the terms of NCWA-IX the petitioner is entitled to get Rs.1,12,800/- (rupees one lac twelve thousand and eight hundred only) as her Life Cover Scheme instead of Rs.40,000/- (rupees forty thousand). The petitioner is therefore entitled to receive an additional sum of Rs.72,800/- (rupees seventytwo thousand eight hundred only).

3. The Management of Eastern Coalfields Limited in their written statement refuted the claim of the petitioner and contended that the Company has already paid Rs.40,000/- (rupees forty thousand only) to Sabi Bouri towards Life Cover Scheme in respect of Late Sriram Bouri as per clause 9.1.0 of NCWA-VII, which was in force till 01.07.2011 and Sriram Bouri expired on 14.11.2003 while NCWA-VII was in force. It is urged that the application filed by the wife of deceased Sriram Bouri is therefore liable to be rejected and the same does not come under the scope of section 33 (c) (2) of Industrial Dispute Act, 1947.

4. Mr. P. K. Das, learned advocate appeared on behalf of the Management of Eastern Coalfields Limited drew my attention to clause 9.1.0 of NCWA-VII which relates to Life Cover Scheme and lays down “*The existing Life Cover Scheme will continue except that the amount to be paid in addition to the normal gratuity shall be Rs.40,000/- w.e.f. 1.1.2005. However, those died before 1.1.2005 and if their dependents have not been paid till date will also be paid at the above rate.*”

5. It is submitted by learned advocate that Late Sriram Bouri, husband of the petitioner died on 14.11.2003 has already been paid Rs.40,000/- (rupees forty thousand only) towards Life Cover Scheme and she would not be entitled to any further amount as per NCWA-IX.

6. No one represented the petitioner on 26.10.2022, the date fixed for argument. The terms of clause 9.1.0 of NCWA-VII which was valid and in force between 01.07.2001 to 30.06.2006, clearly laid down that the additional amount payable as Life Cover Scheme would be Rs.40,000/- (rupees forty thousand only) and those who died before 01.01.2005 and if the dependents were not paid till date would also be paid at the same rate. The petitioner therefore was entitled to Rs.40,000/- (rupees forty thousand only) as she was covered by NCWA-VII and not by the terms and condition of NCWA-IX.

7. The prayer of the petitioner for payment of additional amount of Rs.72,800/- (rupees seventytwo thousand eight hundred only) towards Life Cover Scheme as per terms of NCWA-IX is therefore not tenable and her application under section 33 (c) (2) of Industrial Dispute Act, 1947 is not maintainable and accordingly the same is rejected.

ORDER

Let an Award be passed in view of the above discussion. Copies of the Award be sent to the Ministry of Labour, Govt. of India, New Delhi under section 33 A (b) of Industrial Dispute Act, 1947 for information.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 26 दिसम्बर, 2022

का.आ. 1437.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ सं. 02/2016) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14.12.2022 को प्राप्त हुआ था।

[सं. एल-22012/63/2015-आईआर(सी एम-II)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 26th December, 2022

S.O. 1436.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 02/2016) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure, in the industrial dispute between the Management of E.C.L. and their workmen, received by the Central Government on 14.12.2022

[No. L-22012/63/2015 - IR(CM-II)]

RAJENDER SINGH, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
ASANSOL**

PRESENT: Shri Ananda Kumar Mukherjee, Presiding Officer,
C.G.I.T-cum-L.C., Asansol

REFERENCE CASE No. 02 OF 2016**PARTIES:** Kalachand Majhi.**Vs.**

Management of Dhemomain Group of Mines of M/s. ECL.

REPRESENTATIVES:

For the Union/Workman: Mr. R. K. Tripathi, General Secretary, Koyala Mazdoor Congress.

For the Management: Mr. P. K. Goswami, Learned Advocate.

INDUSTRY: Coal.**STATE:** West Bengal.**Dated:** 14.11.2022**AWARD**

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour, vide its Order **No. L-22012/63/2015-IR(CM-II)** dated 23.12.2015 has been pleased to refer the following dispute between the employers, that is the Management of Dhemomain Group of Mines of M/s. Eastern Coalfields Limited and Kalachand Majhi, dependent son of late Sh. Avilash Majhi, their ex-workman for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the Management in not providing employment to Shri Kalachand Majhi, dependent son of late Sh. Avilash Majhi, is justified? If not, what relief the dependent of ex-workman is entitled to?”

1. Having received Order **No. L-22012/63/2015-IR(CM-II)** dated 23.12.2015 from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a **Reference case No. 02 of 2016** was registered on 08.01.2016 and an order was passed issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims and a list of witnesses. Both parties appeared before the Tribunal through their authorized representatives.

2. The case is fixed up today for appearance of Kalachand Majhi, the petitioner and for evidence on behalf of the workman. The dispute referred for adjudication revolves round the question as to whether the action of the Management in not providing employment to Kalachand Majhi, dependent son of late Avilash Majhi, is justified? If not, what relief the dependent of ex-workman is entitled to. Management of M/s. Eastern Coalfields Limited filed an examination-in-chief of Pronobesh Dasgupta, the Management Witness which is kept with the record. Perused the contents of written statements filed by both parties.

3. Kalachand Majhi, dependent of the workman is not present. Mr. R. K. Tripathi, General Secretary, Koyala Mazdoor Congress filed a petition before the Tribunal via Mr. Rakesh Kumar, President, Koyala Mazdoor Congress wherein it is stated that the union discussed with the concerned dependent of the workman but he is not interested to continue the case and prayed for dropping the proceeding. Copy served upon the learned advocate of M/s. Eastern Coalfields Limited.

4. On considering the material in the case record and the fact that the petitioner is not eager to proceed with his claim for appointment in place of his deceased father, I hold that “no dispute” exists between the contending parties. Accordingly, a **No Dispute Award** be passed.

ORDERED

The Reference case is accordingly disposed of. A **No Dispute Award** is drawn up in respect of the above Reference. Let copies of the Award be sent to the Ministry of Labour and Employment, Government of India, New Delhi for information and notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 26 दिसम्बर, 2022

का.आ. 1438.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण—सह—श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ सं. 02/2017) को प्रकाशित करती है, जो केन्द्रीय सरकार को 08.12.2022 को प्राप्त हुआ था।

[सं. एल-22013/01/2022- आईआर(सी.एम- II)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 26th December, 2022

S.O. 1438.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 02/2017) of the Central Government Industrial Tribunal-cum-Labour Court, Asansolas shown in the Annexure, in the industrial dispute between the Management of E.C.L. and their workmen, received by the Central Government on 08.12.2022.

[No. L-22013/01/2022 - IR (CM-II)]

RAJENDER SINGH, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
ASANSOL.**

PRESENT : Shri Ananda Kumar Mukherjee, Presiding Officer
CGIT-cum-LC, Asansol

APPLICATION NO.02 OF 2017**PARTIES :** Lakhinder Majhi

V/s

Management of Dhemomain Colliery under Sodepur Area of M/s. ECL

REPRESENTATIVES :

For the Management of ECL: Mr. P. K. Das, Learned Advocate

For the union (Workman): Mr. R. K. Tripathi, General Secretary, Koyala Mazdoor Congress

INDUSTRY: COAL**STATE :** WEST BENGAL**Dated :** 22.11.2022**AWARD**

In exercise of powers conferred under sub-section 2 and 3 of section 2A of the Industrial Dispute (amendment) Act, 2010 the petitioner Lakhinder Majhi, UG Driller, UM No. 118621 of Dhemomain Colliery has made an application directly before this Tribunal for adjudication of a dispute that he was employed and posted at Dhemomain Colliery under Sodepur Area w.e.f. 23.06.1995 but could not attend his duty from 06.02.2014 to 11.11.2014 due to his serious illness and was dismissed from service by an order dated 11.02.2016. It is contended by the petitioner that his dismissal by the Management of ECL is arbitrary and violative of the Principle of Natural Justice. The petitioner in his application has prayed for his reinstatement under M/s. ECL and also for payment of back wages.

Initially an application was made before the Conciliation Officer at Regional Labour Commissioner's (C) office, Asansol under section 2A of the Industrial Dispute Act, 2010. The Conciliation Officer could not reach any settlement. A certificate has been issued by the Conciliation Officer on 07.09.2016 for the purpose of enabling the petitioner/union to approach Central Government Industrial Tribunal-cum-Labour Court for adjudication of the dispute.

SCHEDULE

“Whether the action of the Management of Dhemomain Colliery under Sodepur Area of M/s. ECL is justified and legal in dismissing LakhinderMajhi from his service by an order dated 11/02/2016. If not, to what relief, if any, the workman is entitled? ”

The Application under section 2A of the Industrial Dispute (Amendment) Act, 2010 was filed by the petitioner on 01.05.2017 which is within three years from the date of his dismissal. The Application was registered and Notices were issued to parties for hearing on the point of maintainability. On 23.01.2018 this Tribunal held that the Application was maintainable and directed parties to file written statement. No written statement has been filed by the opposite party. The case is fixed up today for filing written statement by M/s. ECL.

Mr. R. K. Tripathi filed an application informing this Tribunal that LakhinderMajhi, the aggrieved workman is not interested in continuing with this case and same may be dropped. Copy served upon learned advocate for M/s. ECL. No evidence has been adduced in this case. In view of fact and circumstance, the Application under 2A of the Industrial Dispute Act, 2010 is dismissed for non-prosecution. A no dispute award be passed.

Hence,

ORDER

Let a No Dispute Award be passed due to non-prosecution of the case. Let copies of the same be sent to the Ministry of Labour and Employment, Government of India, New Delhi for information and notification. The Application is accordingly disposed of.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 26 दिसम्बर, 2022

का.आ. 1439.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण—सह-श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ सं. 19/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25.11.2022 को प्राप्त हुआ था।

[सं. एल-22012/294/2001- आईआर(सी एम -II)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 26th December, 2022

S.O. 1439.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 19/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Asansolas shown in the Annexure, in the industrial dispute between the Management of E.C.L. and their workmen, received by the Central Government on 25.11.2022.

[No. L-22012/294/2001 – IR (CM-II)]

RAJENDER SINGH, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,

ASANSOL

PRESENT: Shri Ananda Kumar Mukherjee,
Presiding Officer,
C.G.I.T-cum-L.C., Asansol

REFERENCE CASE No. 19 OF 2002**PARTIES:** Sagar Kora.**Vs.**

Management of Kajora Area Store of M/s. ECL.

REPRESENTATIVES:

For the Union/Workman: Mr. Rakesh Kumar, President, Koyala Mazdoor Congress

For the Management: Mr. P. K. Das, Learned Advocate.

INDUSTRY: Coal.**STATE:** West Bengal.**Dated:** 15.11.2022**ORDER**

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour, vide its Order **No. L-22012/294/2001-IR(CM-II)** dated 09.07.2002 has been pleased to refer the following dispute between the employers, that is the Management of Kajora Area Store of M/s. Eastern Coalfields Limited and Sagar Kora, the dependent son of their workman Late Khoru Kora for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the management of Kajora Area Store of M/s. Eastern Coalfields Ltd., in not providing employment to Sri Sagar Kora, dependent of Late Khoru Kora, Ex-Tyndal is legal and justified? If not, to what relief is the said dependent of the workman entitled?”

1. On receiving Order **No. L-22012/294/2001-IR(CM-II)** dated 09.07.2002 from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a **Reference case No. 19 of 2002** was registered on 18.07.2002 and an order was passed issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims and a list of witnesses. Both parties appeared before the Tribunal through their authorized representatives.

2. The case is fixed up today for hearing of argument. Mr. P. K. Das, learned advocate filed a fresh Vokalnama and appeared on behalf of the Management of Eastern Coalfields Limited. Mr. Rakesh Kumar, President, Koyala Mazdoor Congress, representing the petitioner, the dependent son of Late Khoru Kora, Ex-Tyndal, submitted that Sagar Kora, the dependent son of Late Khoru Kora, who claimed employment as a dependent in place of his deceased father has expired due to a road accident. It is submitted that legal heirs of Khoru Kora, the deceased employee may be permitted to substitute themselves in place of Sagar Kora.

3. Perused the case record. Written statement has been filed by Mr. Rakesh Kumar as General Secretary, Koyala Mazdoor Congress on behalf of Sagar Kora, petitioner and by Management of Eastern Coalfields Limited. Sagar Kora adduced evidence and was cross-examined on behalf of Management. No Management Witness has been examined.

4. The industrial dispute referred to this Tribunal for adjudication is whether the action of the Management in not providing employment to Sagar Kora, dependent son of Late Khoru Kora, Ex-Tyndal is legal and justified and to what relief the dependent of the workman is entitled to. While this dispute was pending for consideration of the Tribunal the reliefs of which are person specific, Sagar Kora expired due to a road accident. Under such circumstances no fruitful purpose would be served by deciding the dispute formulated. In the instant case other legal heirs of Late Khoru Kora cannot be substituted. In order to exercise their claim for any relief, they should approach the Management of M/s. Eastern Coalfields Limited and place their claim. On the other hand, as the right of Sagar Kora has not been established, the legal heirs of Sagar Kora cannot step into his shoes by way of substitution. Accordingly, instant Reference case is disposed of on death of Sagar Kora without determining the rights and liabilities of the parties.

ORDERED

The Reference is accordingly disposed of on the death of petitioner Sagar Kora. Let copies of the Order in duplicate be sent to the Ministry of Labour and Employment, Government of India, New Delhi for information and notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 27 दिसम्बर, 2022

का.आ. 1440.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार कर्नाटका बैंक लि. प्रबंधन के संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण ऐर्नाकुलम के पंचाट (संदर्भ संख्या (02/2015) को प्रकाशित करती है 1

[सं. एल-12025/01/2022—आई आर (बी-1)—15]

ए. के. यादव, अवर सचिव

New Delhi, the 27th December, 2022

S.O. 1440.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.02/2015) of the Cent. Govt. Indus.Tribunal-cum-Labour Court Ernakulamas shown in the Annexure, in the industrial dispute between the management of Karnataka Bank Ltd and their workmen.

[No. L-12025/01/2022—IR(B-1)-15]

A. K. YADAV, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL—CUM—LABOUR COURT, ERNAKULAM

Present : Shri. V .VIJAYA KUMAR, B. Sc, LLM, Presiding Officer.

(Wednesday the 20th day of April 2022, 30 Caitra 1944)

ID No. 02/2015

Workman : Ms.Soana D.
“Annapoorna”
Thiruvangad P.O.
Thalassery - 670103

By Adv.C. Anil Kumar

Management : The Managing Director
Karnataka Bank Ltd
Post Box No.599, Mahaveera Circle
Kankanady
Mangaluru - 575002

By Adv.Raynold Fernandez

This case coming up for final hearing on 17.02.2020 and 14.05.2021 and this Tribunal-cum-Labour Court on 20.04.2022 passed the following:

AWARD

1. This is an industrial dispute filed U/s 2(A)(2) of Industrial Disputes Act, 1947.
2. According to the worker, she joined the service of the Bank as Typist cum Clerk in 1994. From 26.03.2005 to 29.10.2010 the worker was working at Kanhangad branch. She was transferred to Kannur branch and joined there on 01.11.2010. While working at Kannur branch, the worker was served with a charge sheet cum suspension order dt.28.05.2011 alleging that
 - a. She clandestinely removed a bangle pledged to PSGS A/c No.5067 from the custody of the branch and retained the same with her.

- b. She clandestinely removed a bangle pledged to PSGL A/c no.5069 from the custody of the branch and retained the same with her.
- c. In order to mislead the Bank, she kept one of her own old bangle in the place of the gold bangle removed by her.

The worker denied the above allegations and submitted her explanation. Rejecting her contention, the Disciplinary Authority initiated disciplinary proceedings appointing an Enquiry Officer to enquire into the allegations against the worker. Though the worker was permitted to be represented by a lawyer in the enquiry, the proceedings were not conducted in a fair and proper manner. Certain documents such as CCTV footage and locker operating sheets which are essential to disprove the charges against the worker were not produced by the Management inspite of repeated request for the same. There was no justification in declining production of the documents especially when the worker had expressed her willingness to bear the expenditure. The CCTV footage was available with the Bank at the time of investigation. The Enquiry Officer had not taken any steps to verify the availability of the same. The purpose of seeking production of CCTV footage is to prove the manner of operation of the currency chest and safe deposit locker of the branch which is under double lock system. The non production of these materials caused substantial prejudice to the worker. The difference in weight and description of the bangle which was the subject matter of disciplinary action was also omitted to be considered by the Enquiry Officer. As per Exbt.M28 and M29, joint custodian key register, the worker was not a holder of the joint custodian of keys after 18.05.2009 till she was transferred to Kannur branch. As per Head Office Regular Inspection report, Exbt.D1 it is reported that no discrepancy is noticed in PSGL 5069 securities. As per the Manual of Instructions, joint custodians are jointly responsible for the contents of the strong room. Hence gold ornaments pledged to the Bank and which was kept in the strong room cannot be removed or replaced without the knowledge of joint custodians. The Management failed to examine the complainant Sri.Jamal Abdul Nazar or Sri.Krishna Bhat who investigated into the matter. None of the witnesses had deposed having seen the worker committing the crime. The worker was not given a fair opportunity to defend her case. The Enquiry Officer vide his report dt.26.02.2014 exonerated the worker from the allegations in respect of PSGL A/c no.5067. With regard to PSGL A/c No.5069, the Enquiry Officer found the worker guilty on the ground of probability and not based on any evidence. The Disciplinary Authority accepted the findings of the Enquiry Officer and proposed the punishment of dismissal on the worker. The representation filed by the worker was not considered by the Disciplinary Authority and issued an order dt.15.04.2014 imposing a punishment of dismissal from service. The findings of the enquiry are totally perverse. There was no evidence against the worker. The enquiry conducted against the worker was in violation of the principles of natural justice and fairness. The punishment of dismissal imposed on the worker is too harsh and disproportionate to the charges alleged and proved against her.

3. The management filed written statement denying the above allegations. The worker were in Kanhangad branch from 26.03.2005 to 29.10.2010. The incident leading to disciplinary action against the worker happened between 31.07.2010 and 29.10.2010 while she was working in Kanhangad branch. Sri. Jamal Abdul Nazar, one of the A/c holders of the Management Bank and a customer of Kanhangad branch pledged gold ornaments against the PSGL A/c no.5067 dt.31.07.2010 for raising a loan of Rs.6.75 lakhs. The loan application was processed by A.V.Sreeraj, Clerk and the gold ornaments were appraised by Sri.Babu C., the Jewel Appraiser of the Bank. A sum of Rs.6.5 lakhs sanctioned as gold loan was transferred to SB A/c no.2996 of Sri. Jamal Abdul Nazar. The gold ornaments were kept in the strong room. Sri. Jamal Abdul Nazar pledged some more gold ornaments against PSGL A/c no.5069 dt.05.08.2010 for raising a loan of Rs.7 lakhs. Rs.7 lakhs sanctioned as gold loan by the Branch Manager was transferred to SB A/c no.2996 of Sri.Jamal Abdul Nazar. On 05.08.2010 Sri.Harilal A. the Branch Manager and Sri.Biju P. the Assistant Branch Manager were the joint custodians 1 & 2 of the keys of the strong room. The gold ornaments were kept in the strong room after completion of all formalities. On 03.02.2011 Sri.Jamal Abdul Nazar came to the Bank to close the gold loan A/c no.PSGL 5069. The pledged gold ornaments were taken from the locker and after completing the formalities the ornaments were handed over to the account holder. On 04.02.2011, Smt.Sheela an employee of the borrower came to the branch and informed them that the family members of the borrower informed her that one of the bangles returned to them was replaced and does not pertain to them. On 07.02.2011, Sri.Jamal Abdul Nazar, the borrower came to the branch along with Smt.Sheela to close the gold loan A/c no.PSGL 5067. The pledged gold ornaments were taken from the locker for returning to the borrower. While checking the number of items in the gold loan pouch, the Asst.Manager noticed that one gold bangle was missing. As part of verification Sri.Jamal Abdul Nazar was asked to bring back the entire gold ornaments returned to him on 03.02.2011. On enquiry by the Branch Manager, the employees of the Bank as well as Smt.Sheela the staff of the borrower expressed the doubt that the worker was seen wearing the replaced bangle. Since the worker was already transferred to Kannur, she was requested to come to Kanhangad branch on the next day to ascertain the truth. The worker denied her involvement in the incident. However when the replaced bangle was shown, she admitted that the bangle belonged to her. She agreed to take the responsibility for both the bangles and agreed to make good the loss caused to the borrower. The borrower agreed to accept the current market value of the

bangles. The worker promised to pay the said amount by prematurely closing two term deposits maintained by her in the Kanhangad branch. She also issued a cheque bearing no.85082 drawn on her SB A/c no.1021 of Kanhangad branch. The cheque was drawn by using a spare cheque leaf issued from the branch. However the request for premature closure was not accepted by the Branch Manager because the originals of the term deposit receipts were not readily available with the worker. The market value of two missing gold bangles were arrived at Rs.94,242/-. The worker agreed to close two fixed deposits maintained by her at Kannur branch and transfer the amount to her SB A/c in Kanhangad branch. On 10.02.2011, the worker closed her two fixed deposits at Kannur branch and transferred the proceeds to her SB A/c no.1021 maintained in Kanhangad branch. The Branch Manager got the cheque endorsed by Sri.Jamal Abdul Nazar to enable the debit to the SB account of the worker to make the payment. In the meanwhile the worker changed her mind and informed the Branch Manager not to encash the cheque as she is ready to make the payment in cash. The money credited in her account in Kanhangad branch was transferred to her SB A/c No.7098 at Kannur. Since the worker was changing her plan for payment of money frequently, the Branch Manager and Asst. Branch Manager visited Kannur on 11.02.2011 and contacted the worker. The worker confessed the guilt and handed over Rs.94,240/- to the Branch Manager. She also gave a letter confessing to the crime. Rs.94,240/- was handed over to Sri.Jamal Abdul Nazar and he has acknowledged the receipt of the same. Though the worker was directed to collect her gold bangle she did not do the same. During investigation by the Bank the worker confirmed having given the confession statement and Rs.94,240/- in cash to the Manager. The management issued charge sheet calling for her explanation. Since the explanation submitted by her was not convincing, the Disciplinary Authority ordered an enquiry against the worker. In the enquiry, the worker was allowed to have the service of a lawyer, she was afforded all the opportunities to defend the matter effectively and defend herself and give evidence on her behalf. On conclusion of the enquiry, the Enquiry Officer found that the charges against the worker with regard to replacement of her own gold bangle in security pouch of gold loan account of PSGL A/c no.5069 is proved. However the Enquiry Officer found that the charge with regard to removing one gold bangle from the pouch in PSGL A/c no.5067 is not proved. A copy of the report was forwarded to the worker. The worker submitted her reply on 11.03.2014. After examining all the documents and the reply given by the worker, the Disciplinary Authority accepted the findings of the Enquiry Officer. The Disciplinary Authority proposed a punishment of dismissal from service and the same was communicated to the worker on 24.03.2014 and affording her an opportunity for personal hearing on 08.04.2014. After considering all the above matters and evidence in the enquiry, the Disciplinary Authority issued an order dt.15.04.2014 dismissing the worker from the service of the management Bank. The appeal filed by the worker was also dismissed on 05.08.2014. The management furnished adequate explanation to the Enquiry Officer for non production of CCTV footage and locker operating sheet. These documents have no relevance in view of the confession given by the worker. The mere fact that a bangle belonging to the worker was found among the pledged gold proves that she accessed the pouch at some point of time. The worker betrayed the trust reposed in her by the officials in the branch. The claim of the worker that she was not given a fair opportunity was denied by the Management. The management also denied the fact that the worker succumbed to pressure because the joint custodians intimidated and terrorized her. The Management also affirmed that the worker is guilty of gross misconduct and she even tried to implicate her colleagues for a crime committed by her.

4. The worker filed rejoinder denying the allegations in the written statement. The allegations raised against the worker is that she had removed/replaced gold ornaments from the gold pledged by the customer. As per the banking procedure, all the pledged gold articles were kept under double lock system with two keys with separate custodians. The worker was not a custodian of keys at the relevant point of time and had no access to the place where the gold ornaments were kept. None of the witnesses examined by the Management could explain how the worker could bypass the full proof system available at Kanhangad branch. The CCTV footage and locker operating sheet were crucial for proving the charges against the worker and Enquiry Officer did not take any step to make available those documents in the enquiry. The Enquiry Officer failed to appreciate the relevance of Exbt. D1 enquiry report. No replacement or removal of gold ornaments in the strong room can happen without the involvement of joint custodians. The management avoided examining crucial witness in the enquiry. The worker was compelled to accept for a soft settlement on the basis of a threat given by the Branch Manager and Asst. Branch Manager.

5. On completion of pleadings, the Enquiry Officer was examined as MW1 and the enquiry file is marked as Exbt.M1

6. The issues to be decided in this industrial dispute are;

- a. Whether the domestic enquiry conducted against the worker is fair and proper following the principles of natural justice?
- b. Whether the findings of the Enquiry Officer as well as the Disciplinary Authority is based on legal evidence?

- c. Whether the punishment awarded to the worker is proportionate to the charges proved against her?
- d. Relief and cost ?

7. Issue No.1

As decided by the Counsels, the question whether the domestic enquiry was conducted in a fair and proper manner was taken up as the preliminary issue. After hearing the Counsels and also perusing the evidence of MW1 and Exbt.M1 this Tribunal vide order dt.16.12.2019 concluded that the enquiry was conducted in a fair and proper manner following the principles of natural justice.

8. Issue No.2

The charges levelled against the worker are;

1.

- a. She clandestinely removed a bangle pledged to PSG L A/c No.5067 from the custody of the Branch and retained the same for herself.
- b. She clandestinely removed a bangle pledged to PSG L A/c no.5069 from the custody of the Branch and retained the same for herself.
- c. In order to mislead the officials of the Bank, she kept her gold bangle in the place of the gold bangle clandestinely removed. On 11.02.2011 she gave a statement to the Branch Head of Kanhangad Branch confessing the above misdeeds and reimbursed sum of Rs.94,240/- to Sri.Jamal Abdul Nazar towards the cost of the two gold bangles.

2 (a).

The above acts of clandestinely removing the pledged gold bangle from the custody of the Branch amounts to cheating and breach of trust. The same is an offence involving moral turpitude punishable under the provisions of law as per Para 19.2 of the Bipartite Settlement. The said Act is prejudicial to the interest of the Bank and constitutes gross misconduct as per Para 19.5(j) of the Bipartite Settlement.

- b. Replacing the gold bangle with her own bangle amounts to cheating the Bank's trust and an offence under Para 19.2 of the Bipartite Settlement.

The charge sheet was issued to the worker vide order dt.28.05.2011. The Management thereafter appointed an Enquiry Officer and Presenting Officer to conduct an enquiry into the alleged charges against the worker. The Management allowed the worker to be represented by an Advocate.

9. According to the learned Counsel for the worker, the pledged gold articles are kept in the strong room. According to Exbt.D11 in the enquiry, there is a dual key system for the strong room and the strong room can be accessed only with both the keys for which there are two different custodians. The worker was not a custodian of the keys during the relevant point of time and therefore there is absolutely no possibility of the worker accessing the strong room to remove the gold bangle as alleged and also to replace her own bangle with that of the pledged gold bangle. According to the learned Counsel for the worker, the worker was transferred from Kanhangad Branch of the Management Bank to the Kannur Branch on 29.10.2010 and she joined at Kannur Branch on 01.11.2010. The worker was never a custodian of joint keys after 18.05.2009. As per the allegations, the replacement/removal of bangles took place between 01.11.2010 to 02.02.2011. Since the worker had already been transferred from Kanhangad Branch, she cannot be held responsible for any mistake that happened with regard to the removal/replacement of gold ornaments.

10. According to the learned Counsel for the Management, the worker had admitted her guilt vide Exbt.M24. Further it was also argued that in Exbt.M2 dt.12.06.2011, the reply to the charge sheet, the worker clearly admitted that she replaced gold bangle belongs to her. Hence the relevant evidences according to him are the Exbt.M24 letter admitting the guilt and further, Exbt.M20 cheque issued by the worker for an amount of Rs.94,240/- and later the admission by the worker and payment of the same amount in cash by the worker to the Branch Manager being the cost of the two bangles lost by the customer. The learned Counsel for the worker elaborately took this Tribunal through the contradictions in the evidence to point out that the finding of the Enquiry Officer is not based on the evidence adduced during the enquiry. According to him, the worker was relieved from Kanhangad Branch on 29.10.2011 and Gold Loan Account no.5069 was closed on 03.02.2011. As per Exbt.M17, the customer accepted the pledged gold without any objection regarding the replacement of the gold bangle. He further pointed out that the customer has not made any complaint regarding the replaced gold bangle or missing gold bangle from the pledged gold ornaments with the Bank. He also pointed out that the Assistant Manager in his deposition held that the gold ornaments were kept in his drawer

till evening. According to him the Exbt.M28 will prove the fact that the worker was not a joint custodian of the strong room keys. The learned Counsel for the worker also pointed out that there is no agreement regarding the weight of the gold pledged by the customer for the purpose of the gold loan. He pointed out the difference in various documents and also in the complaint filed before the Police. He further elaborately argued on the variation or conflict in the evidence of various witness. He pointed out that MW1 in his deposition has clearly pointed out that there was no complaint from the customer regarding the loss of/replacement of gold ornaments. MW1 also stated in his evidence that the worker confessed before the staff members of Kanhangad Branch that she had taken/replaced the gold bangles. MW2 denied the above statement of MW1. MW1 also stated in his deposition that he is not aware of the procedure regarding the double key system of the strong room. The learned Counsel also pointed out that the Branch Manager failed to inform the incident to Head Quarters and even the Assistant Manager, MW4 confirmed that he also failed to report the incident to Head Quarters of the Bank in time. It was also pointed out that according to the MW4, the Assistant Manager, the Branch Manager only negotiated a settlement with the worker and he was not involved in the negotiations. According to MW4, the money towards the cost of lost/replaced bangles were paid directly by the worker to the customer whereas the money was received by the Branch Manager and later handed over to the customer at Kanhangad. The learned Counsel also pointed out that MW1, MW2, MW4 and MW5 are all interested witness as they were the joint custodians of the strong room keys at some point of time. The learned Counsel for the worker pointed out that there was regular inspection of the Branch by the Inspectors from the Head Quarters and in Exbt.D1 dt.31.10.2010 it was clearly pointed out that the security pertaining to PSGA A/c no.5069 was checked and verified by the team of Inspectors and has not reported any discrepancy during the inspection.

11. After considering the evidence on record, the Enquiry Officer found that he is not in a position to accept Exbt.M24 as a confession statement as there is no independent evidence to establish the fact that the worker gave the statement voluntarily. The charge that the worker clandestinely removed a bangle pledged to PSGA/c no.5067 from the custody of the Bank and retained the same for herself is not proved. The charge that the worker clandestinely removed a bangle pledged to PSGA A/c no.5069 from the custody of the Bank and retained the same for herself and in order to mislead the officials of the Bank, the worker kept her bangle in the place of the gold bangle removed by her, is proved.

12. The Disciplinary Authority accepted the finding of the Enquiry Officer. Therefore the first charge against the worker is held to be not proved, whereas the second and third charges are held to be proved. The Disciplinary Authority therefore proposed a punishment of dismissal of the worker. The Disciplinary Authority forwarded the report of the Enquiry Officer to the worker for her comments on the same, provided an opportunity to represent her case and confirmed the punishment of dismissal on the worker vide order dt.15.04.2014. The appeal filed by the worker before the Appellate Authority was also dismissed.

13. The defence taken by the worker in this case is that she lost two bangles from her personal locker maintained at Kanhangad Branch of the Management Bank and one of the bangle is used to replace a gold bangle in the pouch of PSGA A/c no.5069. The fact remains that worker never made a complaint regarding the loss of bangles from her locker till 09.02.2011. In the absence of any evidence to the contrary, it is not possible to accept the pleading of the worker that she lost her bangles from her locker maintained in Kanhangad Branch and one of the bangles is used for replacement in PSGA A/c no.5069. Another case of the worker is that she was forced to admit the misdeed under pressure by the Manager and the Assistant Manager. It is seen that the confession statement given by her is not admitted by the Enquiry Officer. However the fact remains that the worker issued Exbt.M20 cheque to the Bank Manager for an amount of Rs.94,240/-. Later she stopped the payment of the cheque and handed over the equivalent amount to the Branch Manager. Hence it is not possible to accept the claim of the worker that she acted under pressure and admitted the guilt. It is also seen that the worker identified her bangle vide Exbt.M2 reply to the charge sheet dt.06.09.2011. In Exbt.M2, it is stated that "I have been called at Kanhangad Branch on 08.02.2011 and Branch Manager told me about the missing of gold ornaments pledged to the Bank and in one gold loan packet, my bangle is seen. I was really shocked to hear the news as I was not in any way connected to the gold loans and how my bangle came in the gold loan packet when they are under the custody of Bank's joint custodians. Your instructions contained in para (iv) have been noted. I had lost two gold bangles from safe deposit locker at Kanhangad Branch. I suspect one of the staff had stolen it. Of this, now one bangle is utilized for replacing. Due to this, I am now trapped. I don't know what happened to the other bangle. Master key of the safe deposit locker also were handled by staff at Kanhangad Branch whenever they want to open their safe deposit locker. This irregular practice was prevailing at the Branch". Though the worker succeeded in establishing the fact that she never worked as joint custodian after 2009 and that the joint custodians are responsible for the safety of the contents in the locker in the safe room and further that there is no proof regarding her involvement in the alleged misconduct as there is no evidence to establish the replacement of the gold bangle by her, the circumstantial evidence in this case points the needle of doubt towards the worker due to the evidence as discussed above. The Apex Court in various judgments had considered the standard of proof required in a domestic enquiry. It is a settled law that in a domestic enquiry, the strict and sophisticated rules of evidence

in India Evidence Act may not apply. All materials which are logically probative for prudent mind are permissible in a disciplinary enquiry. The Hon'ble Supreme Court in **State of Haryana and others Vs Rattan Singh**, 1977 AIR SC 1512 held that “The simple point is, was there some evidence or was there no evidence not in the sense of the technical rules governing regular court proceedings but in a fair common-sense way as men of understanding and wordly wisdom will accept. Viewed in this way, sufficiency of evidence in proof of the finding by a domestic tribunal is beyond scrutiny. Absence of any evidence in support of a finding is certainly available for the court to look into because it amounts to an error of law apparent on the record”. Applying the above test to the facts of the present case, it can be seen that there is adequate evidence to establish the case of the Management that the worker replaced one gold bangle in the pouch of a customer who pledged his gold, with her own gold bangle of lesser weight.

Hence I find that the finding of the Enquiry Officer and the Disciplinary Authority is supported by legal evidence.

14. **Issue No.3**

According to the learned Counsel for the worker, the punishment of dismissal imposed on the worker is too harsh and disproportionate to the charges alleged against her. The learned Counsel for the Management on the other side pointed out that an official of the Bank who is dealing with public money is supposed to act with honesty and integrity. Any misconduct alleged and proved against a Bank employee with regard to dishonesty is to be viewed very seriously. According to him, the Management lost confidence in the worker and therefore the punishment imposed on the worker by the Management is proportionate to the charges proved against her. In **Standard Chartered Bank Vs R. C. Srivastava**, Civil Appeal no.6092/2021 the Hon'ble Supreme Court considered the limit of the Industrial Tribunals to interfere with the punishment imposed by the Disciplinary Authority. In the above case, the Disciplinary Authority after analyzing the evidence on record imposed a penalty of dismissal from the service of the workman. The Tribunal set aside the order of dismissal from service and directed the Management to reinstate the respondent workman in service with back wages. The Hon'ble High Court dismissed the writ petition filed under Article 226 of the Constitution. The Hon'ble Supreme Court after analyzing the fact of the case held that “The decision of the Labour Court should not be based on mere hypothesis. It cannot overturn the decision of the Management on ipse dixit. Its jurisdiction U/s 11A of the Act, 1947 although is a wide one but it must be judiciously exercised. Judicial discretion, it is trite, cannot be exercised either whimsically or capriciously. It may scrutinize or analyze the evidence but what is important is how it does so”. In the present case the worker is a Bank employee. As already pointed out, there is evidence to substantiate the case of the Management that the worker replaced one of the bangles produced by a customer as a security for gold loan, with her own bangle of lesser weight and that when the issue was raised, she settled the issue with the customer and the Bank by paying the cost of the gold bangle. Apart from the admission of the worker that the replaced gold bangle belong to her, all the witnesses deposed in the enquiry that they saw the worker wearing the gold bangle which she replaced. The law in this regard is settled by various decisions of the Hon'ble Supreme Court of India. In **Chairman and Managing Director, United Commercial Bank Vs P. C. Kakkar**, 2003 4 SCC 364 the Hon'ble Supreme Court held that

“Para 14. A Bank Officer is required to exercise higher standards of honesty and integrity. He deals with money of the depositors and customers. Every officer/employee of the Bank is required to take all possible steps to protect the interest of the Bank and to discharge his duties with utmost integrity, honesty, devotion and diligence and to do nothing which is unbecoming of a Bank officer. Good conduct and discipline are inseparable from the functioning of every officer/employee of the Bank”

In **Regional Manager U.P.S.R.T.C.Vs Hoti Lal and another**, 2003 3 SCC 605 the Hon'ble Supreme Court held that “If the charged employee holds a position of trust where honesty and integrity are inbuilt requirements of functioning, it would not be proper to deal with matter leniently. Misconduct in such cases has to be dealt with iron hands. Where the person deals with public money or is engaged in financial transactions or acts in a fiduciary capacity, highest degree of integrity and trust-worthiness is a must and unexceptionable”. In a recent decision **Union of India and others Vs M. Duraisamy**, AIR 2022 SC 2002 the Hon'ble Supreme Court examined whether the removal from service of employee on a proved misconduct of serious nature of defrauding public money is required to be interfered by the higher Courts. The Hon'ble Supreme Court after examining all the previous authorities held that “Once a conscious decision was taken by the Disciplinary Authority to remove an employee on the proved misconduct of a very serious nature of defrauding public money, neither the Tribunal nor the High Court should have interfered with the order of punishment imposed by the Disciplinary Authority, which was after considering the gravity and seriousness of the misconduct”. In another recent decision, **State Bank of India Vs K. S. Vishwanath**, AIR 2022 SC 2531 the Hon'ble Supreme Court examined its earlier decisions on the issue and held that “It is further observed that if there is some evidence, that the authority entered with the duty to hold the enquiry has accepted and which evidence may reasonably support the conclusion that the delinquent officer is guilty of the

charge, it is not the function of the High Court in a petition under Article 226 of the Constitution of India to review/re-appreciate the evidence and to arrive at an independent finding on the evidence “.

15. In this case, it is already found that the Enquiry Officer conducted the enquiry in a fair and proper manner following the principles of natural justice and the findings of the Enquiry Officer and the Disciplinary Authority are on the basis of evidence and there is no perversity in the findings. The loss of confidence of the Management is also a primary factor in such cases. In the present case, the worker is found to be guilty of replacing a gold bangle provided by a customer for gold loan by her own gold bangle of lesser weight. There is nothing wrong in the Bank losing confidence or faith in such an employee and awarding punishment. As already pointed out, it is true that there is no direct evidence that the worker replaced the bangle, it is also true that the joint custodians of keys are responsible for the safety of the materials kept in the strong room and the worker was not the custodian of keys during the relevant point of time. However it is proved that the replaced bangle belonged to the worker and she paid the value of the missing and replaced bangle to the customer. In the absence of any proof otherwise, there is no reason to interfere with the finding of the Enquiry Officer and Disciplinary Authority.

Hence I find that the punishment of dismissal awarded to the worker on proved charges is proportionate to the charges proved against her. Hence the issue is decided in favour of the Management and against the worker.

16. Issue no.4

It is found that the disciplinary enquiry was conducted against the worker in a fair and proper manner and there is no perversity in the finding of the Enquiry Officer and also the Disciplinary Authority. It is also found that the punishment of dismissal imposed on the worker is proportionate to the charges proved against her.

Hence the claim of the worker to reinstate her in the service of the Bank with full back wages, continuity of service and with all other consequential benefits cannot be accepted and the same is rejected.

17. Hence an award is passed holding that the disciplinary enquiry against the worker was conducted in a fair and proper manner and also there is no perversity in the finding of the Enquiry Officer and also the Disciplinary Authority. The punishment of dismissal of the worker is proportionate to the charges proved against her. Hence the claim of the worker for reinstatement in the service of the Management Bank with consequential benefits is rejected.

The award will come into force one month after its publication in the official Gazette.

V. VIJAYA KUMAR, Presiding Officer

APPENDIX

Witness for the Worker:-

Nil

Witness for the Management:-

MW1 -

Sri. B. H. Ramaprasad, dt.17.10.2016

Exhibits for the Worker:-

Nil

Exhibits for the Management:-

M1 -

Enquiry Report

नई दिल्ली, 27 दिसम्बर, 2022

का. आ. 1441.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार दक्षिण मध्य रेलवे प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण हैदराबाद के पंचाट (संदर्भ सं. 3/2016) को प्रकाशित करती है।

[सं. एल .12025/01/2022—आईआर (बी-1)—14]

ए. के. यादव, अवर सचिव

New Delhi, the 27th December, 2022

S.O. 1441.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.3/2016) of the Cent.Govt.Indus.Tribunal-cum-Labour Court

Hyderabad as shown in the Annexure, in the industrial dispute between the management of South Central Railway and their workmen.

[No. L-12025/01/2022– IR(B-1)-14]

A. K. YADAV, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

Present: - Sri IRFAN QAMAR, Presiding Officer

Dated the 11th day of November, 2022

INDUSTRIAL DISPUTE L.C.No. 3/2016

Between:

Sri Siya Ram Meena,
S/o GopalLal,
R/o Mathasula (V & P),
Jamwarambagh (Tahasil),
Jaipur (Dist.). Rajasthan-303109.

.....Workman

AND

1. The Chief General Manager,
South Central Railways,
The Central Government of India,
Lalaguda, Secunderabad.
2. The Senior Divisional Engineer/ Central,
South Central Railways,
Vijayawada, Andhra Pradesh.
3. The Assistant Divisional Engineer,
ADEN/EE& DA, South Central Railway,
Eluru. Andhra Pradesh.

....Respondents

Appearances:

For the Workman : M/s. R. YogenderSingh, Advocates
For the Respondent : Sri W. Satyanarayana, Advocate

AWARD

Sri Siya Ram Meena who worked as Track Maintainer-IV (who will be referred to as workman) has filed this petition under Section 2A(2) of the Industrial Disputes Act, 1947, against the Respondents seeking for declaring his removal from service order No.SCR/P-EE/ 433/W3/SRM/DAR dated 12.6.2015 issued by the Respondent as illegal, arbitrary and to set aside the same consequently directing the Respondent to reinstate the Workman into service duly granting all the consequential benefits such as continuity of service, back wages and all other attendant benefits etc., and such other reliefs as this court may deems fit.

2. The averments made in the petition by the Workman in brief are as follows:

It is submitted by the Workman that he was appointed as RRC selected candidate who was appointed as Track Maintainer-IV with effect from 30.8.2013. While so, on sanctioned leave of 6 days he proceeded to his native place from 17.3.2014 to 22.3.2014 with permission to avail rest on 23.3.2014. It is further submitted that a lady by name Smt. SitadeviSaini has lodged a complaint in Police Station, JamwaRamgarh under FIR No.87/2014 dated 22.3.2014 and that complaint was referred for adjudication under Cr. No.213/2014, before the District Session Court, Jaipur. He was under judicial custody from 24.3.2014 to 8.12.2014, as a result of which he failed to report to his duties. It is submitted that subsequently trial was conducted and the Workman got acquittal from the case vide judgment dated 12.1.2015. He further submitted that after acquittal, he returned to the place of his employment i.e., at Nuzived on 16.2.2015 and reported SSE/P.Way/NZD, who directed him to attend before the ADEN/EE, Eluru. After attending before the SSE/P.Way/NZD, he extended a letter dated 25.2.2015 to ADEN/EE uprising the facts of the case and sought for instructions to resume the employee for duty. In the same letter it was so mentioned that, the employee was unable to attend for the departmental

enquiry, because of his detention in the police custody and the charge was of unauthorized absence from 24.3.2014 to 10.11.2014 i.e., for 232 days. Then, the office of ADEN/E.E & DA has handed over two letters of removal of the same date i.e., 12.6.2015 and the other letter shows that he is removed from service with effect from 9.1.2015. It is submitted that the Workman submitted an appeal dated 1.7.2015 to the Respondent No.2 and it was not yet answered. Later, he submitted an application to the Assistant Labour Commissioner (C), Hyderabad on 28.7.2015. It is further submitted that two removal orders were issued, one order says Workman was removed from services with effect from 9.1.2015 and another order says that he was removed from 12.6.2015, which is arbitrary, illegal and violative of the law. The letter dated 25.2.2015 shows that Workman did not attend the DAR enquiry so far, which means, as on that day the disciplinary proceedings were not conducted. Instead of examining the delinquent, the Disciplinary Authority took an unilateral decision and passed the impugned orders, which is violative of principles of natural justice and denial of reasonable opportunity. It is also submitted that Respondent did not follow the procedure laid down while removing the Workman from service, without issuing final show cause notice, before imposing the penalty of removal from service. Further, it is submitted that Workman did not receive the show cause notice for alleged unauthorized absence from duty. It is prayed to that this Hon'ble Court may be pleased to set aside the removal order(s) No.SCR/P.E.E/433/W3/SRM/DAR dated 12.6.2015(two orders) wherein removal from service was shown as 9.1.2015 in one order and it was shown as 12.6.2015 in another, which is arbitrary, illegal and violative of Law, duly reinstating the Workman into service with back wages and all other attendant benefits, and pass such other orders as this Hon'ble Court may deem fit and proper in the circumstances of the case.

3. The Respondents filed counter with averments in brief as follows:

It is submitted that the applicant was a Railway employee and was working as Track Maintainer-IV, under the control of Senior Section Engineer, P.Way, Nuzvid before removal from Railway service. It is further submitted that the applicant has to exhaust the channels available under the "Railway Service (Discipline and Appeal) Rules, 1968" which are statutory in nature. Hence, the case is liable for dismissal in limine. It is submitted that the post of Track Maintainer is coming under essential safety category in Railways for smooth functioning of running of trains and public safety. In the absence of the employees in the safety categories, the safe functioning of the Railway administration will be badly affected. It is submitted that the Workman was appointed as Track Maintainer-IV to work under Senior Section Engineer (P.Way) at Nuzvid and joined at Nuzvid on 30.8.2013. It is further submitted that the Workman was sanctioned leave from 17.3.2014 to 22.3.2014 with permission to avail his weekly rest on 23.3.2014. but the Workman remained unauthorizedly absent from 24.3.2014 without any information to the Railway administration either from the Workman or from his family members. It is submitted that accordingly, he was issued Standard Form No.5 dated 22.11.2014 under Rule.9 of Railway Servants (Discipline & Appeal) Rules, 1968 with article of charge i.e., the Workman remained unauthorizedly absent from 1.1.2014 to 10.11.2014 (232 days) in different spells. The same Standard Form No.5 was sent to the Workman's residential address as recorded in the service register thrice, which was available with the Railway Administration but the same were returned by the postal authorities furnishing the reasons on the cover. It is submitted that the administration followed the principles of natural justice and extended all reasonable and several opportunities to the applicant. The Workman was given sufficient chances to explain the reasons for his unauthorized absence. He failed to attend the enquiry. The Enquiry Officer submitted exparte enquiry report as the applicant did not respond. Finally the Workman was removed from service w.e.f. 12.6.2015. It is further submitted that the contention of the Workman that he was issued two removal orders is not correct. The first one was prepared with a typographical error and the revised memorandum has been issued and the same was served to the Workman and the same was also acknowledged by the Workman. The first one was not served to the Workman. But except the date of removal, the letter number, date and contents of the two orders are one and the same. It is also submitted that the Railway Administration was not informed the case of the Workman that he was involved in criminal case under FIR 87/2014 dated 22.3.2014 vide crime No.213/2014 before the District Session Court, Jaipur and he was under judicial custody from 24.3.2014 to 8.12.2014. The Workman was got acquitted vide judgement dated 12.1.2015. The applicant did not inform the Railways about his involvement in criminal case judicial custody. In view of the above, the present application be dismissed.

4. The Workman got examined himself as WW1, filed examination in chief reiterating the facts mentioned in the petition. In support of his claim he filed photocopies of six documents which were marked as Ex.W1 to EX.W6. Ex.W1 is the letter dated 25.2.2015 from SSE, SC Railways, Nuzvid, Ex.W2 is memorandum dated 12.6.2015(removal order), Ex.W3 is another memorandum dated 12.6.2015, Ex.W4 is appeal of Workman to the Respondent dated 1.7.2015, Ex.W5 is order in CC No.213/2014 dated 12.1.2015 and Ex.W6 is application of Workman to the Assistant Labour Commissioner (C) dated 28.7.2015. During the cross examination the Workman agreed that he was under judicial custody upto 14.12.2014 and he was not enlarged on bail. He further submitted in his cross examination that he informed his parents to communicate his absence to the Department, but they failed to do so. In the cross examination he submitted that it is not correct to say that as he has not informed his involvement in the criminal case and did not respond to the letters sent by the office,

the Department has rightly removed him from service. It is further submitted that it is true that he is residing in the same address which he had given to the office at the time of his joining.

5. The Respondent management examined Sri G. Ramesh Babu, Sr.Clerk as MW1, who examined himself reiterating the facts stated in counter statement. He further stated that the contention of the Workman as he was issued two removal orders is not correct. The first one was prepared with a typographical error and the revised memorandum has been issued and the same was served to the Workman and the same was also acknowledged by the Workman. The first one was not served to the Workman. But, except the date of removal, the letter number, date and contents of the two orders are one and the same. The mistake was happened in the memorandum was purely typographical mistake. The Workman cannot take advantage of typographical mistake. The applicant did not inform the Railways about his involvement in criminal case judicial custody. It is submitted that the Workman was given sufficient chances to explain the reasons for his unauthorized absence. He relied on 10 documents photocopies of which were marked as Ex.M1 to Ex.M10. Ex.M1 is the Standard Form-5, charge sheet, Ex.M2 is the intimation of DAR inquiry fixed on 4th & 6th December, 2014, Ex.M3 is letter addressed to workman to attend inquiry, Ex.M4 is the DAR inquiry report sent to workman by RPAD, Ex.M5 is the memorandum of penalty, removal dated 12.6.2015, Ex.M6 is the DAR case of workman removal from service, Ex.M7 is the letter addressed to ADEN/E.E by SSE.P.Way dated 25.2.2015, Ex.M8 is the appeal made by the workman to SAR.DEN/BZA dated 1.7.2015, Ex.M9 is the letter calling for detailed remarks on appeal from Sr.DEN to the concerned dated 29/30.7.2015, and Ex.M10 is the copy of judgement in criminal case dated 12.1.2015. During the cross examination he stated on oath that the notice was served on the workman but it was returned without service with an endorsement of the postal employees. It is true that the impugned termination order was issued twice to the workman. The witness volunteers, due to some typographical error the order was issued twice. He has further stated that it is true to suggest that the Workman was in judicial custody from 24.3.2014 to 8.12.2014 and he was acquitted from the criminal charges and after acquittal he made a representation dated 1.7.2015 to the Respondent management requesting them to set aside the termination order dated 12.6.2015. It is not true to suggest that the Workman is entitled for reinstatement into service.

6. Heard. Written arguments has been filed by Workman as well as by the Respondent.

7. It is argued by the Learned Counsel for the Workman that the Workman was not aware of the enquiry conducted by Respondent management. While working as Track Maintainer he went on 6 days leave w.e.f. 17.3.2014 to 22.3.2014, and proceeded to his native place in Rajasthan State. Unfortunately, he was implicated in criminal case bearing No. FIR.87/14 dated 2.2.2014 and this was adjudicated before the Hon`ble District Sessions Judge, Jaipur under Cr. No.213/14 and he got acquitted vide order dated 12.1.2015. He further argued that, during the above said period of Workman's absence, Respondent management has contemplated disciplinary proceedings for his absence on the ground of "unauthorized absence" and was concluded ex-parte and an order of removal from service was issued. It is further argued that the management has issued two removal orders in this case, one is of 12.6.2015, wherein removal date is 12.6.2015, and the other order shows the removal date as 9.1.2015, creating confusion to the incumbent. He argued that though Workman has submitted his appeal dated 1.7.2015 explaining the facts pertaining to his absence from the duties, there is not response from Respondent authorities. Then, the Workman approached the Assistant Labour Commissioner (C) vide application dated 28.7.2015, which was also not entertained. Consequently, he approached this Tribunal for redressal of his grievance. Workman has cited the case law, Krushnakant B. Parmar Vs. Union of India and another, JT 2012 (2) SC wherein the Apex Court held that, "the unauthorized absence of the employee- whether such absence amounts to lack of devotion of duty and is an unbecoming behaviour of a Government servant as alleged. Held this question can be decided only after finding if the absence is willful or because of compelling circumstances. If the reason is compelling circumstances beyond control of the employee under which it was not possible to report or perform duty, employee is not guilty of failure of devotion to duty."

8. The Learned Counsel for the Respondent argued that the Workman unauthorizedly absent after availing leave from 17.3.2014 to 22.3.2014 with weekly rest on 23.3.2014 and there is no intimation from his family or others also, as such he was issued with Standard Form No.5 dated 22.11.2014 under Rule 9 of Railway Servants (Discipline & Appeal) Rules, 1968 with article of charge i.e., the Workman was remained unauthorized absent from 1.1.2014 to 10.11.2014 (232) days in different spells. Though the Standard Form No.5 was sent to the Workman's residential address as recorded in the service register thrice which was available with the Railway Administration but the same were returned by the postal authorities furnishing the reasons on the cover. It is argued by the Learned Counsel for the Respondent that the Workman was given several opportunities but he did not turn up even to the enquiry. In fact the Workman failed to inform the Respondent about his involvement in the criminal case and judicial custody. It is further argued that the contention of the Workman that he was issued two removal orders is not correct. The first one was prepared with a typographical error and the revised memorandum has been issued and the same was served to the Workman and the same was also acknowledged by the Workman. The first one was not served to the Workman. But except the date of removal, the letter

number, date and contents of the two orders are one and the same. In view of the above, it is prayed that the Petition be dismissed.

9. Perused the written submission of the Learned Counsels for both the parties on going through the pleading of both the parties. The following points emerges for consideration in the present case:

- I) Whether the action taken by Respondent in terminating the services of Workman/Applicant is illegal, improper and against the provision of Law?
- II) Whether the enquiry conducted against the Workman by Respondent was unfair, improper and in violation of principles of natural justice?
- III) Whether Workman is entitled to relief of reinstatement?
- IV) To what other relief the workman is entitled to?

10. Point Nos. I & II: Since the Point No.1 & 2 are inter-dependent on each other, therefore, being dealt together. The Workman in his affidavit of evidence states that he was appointed as Track Maintainer-IV by Respondent vide appointment order dated 30.8.2013 and he proceeded on a sanctioned leave for 6 days from 17.3.2014 to 23.3.2014. Further, he stated that during the leave period a complaint was lodged by one Smt. Sita Devi Sain, against him which was registered at PS Jamwar, Ramgarh as FIR No.87/2014 dated 22.3.2014 and in that crime case No.213/2014, the Workman was arrested and detained under judicial custody from 24.3.2014 to 8.12.2014. During his detention period the charge sheet was issued by the Respondent and he was unable to receive the notice issued by them as he was detained in the judicial custody during the said period. It is said that due to this, an ex-parte proceeding was conducted by the Respondent for his absence from duty and punishment of removal from service was imposed vide order dated 12.6.2015.

11. The Respondent witness MW1 states that the Workman was appointed as Track Maintainer-IV to work under the SSE(P.Way) at Nuzivid and he went on leave from 17.3.2014 to 22.3.2014 with permission to avail his weekly rest on 23.3.2014 but the Workman did not turn up for duties and remained unauthorizedly absent from 24.3.2014 without any information to the Railway Administration. Further MW1 states that the Workman was issued Standard Form No.5 dated 22.11.2014 under Rule 9 of Railway Servant (Discipline and Appeal Rules), 1968 with Article of Charge, i.e., Workman remained unauthorized absent from 1.1.2014 to 10.11.2014 (232) days in different spells. Witness also stated that Standard Form No.5 was sent to the Workman's residential address as recorded in the service register thrice which was available with the Railway Administration but the same were returned by the postal authorities furnishing the reasons on the cover. So the Workman was given several opportunities, in fact applicant utterly failed to inform the Railway authorities about his involvement in criminal case and detention in judicial custody and finally Workman was removed from service w.e.f. 12.6.2015. The witness MW1 was cross examined by the Workman's counsel. In the cross examination the Respondent witness stated that notices were not served on workman but it was returned without service with an endorsement on the postal covers. Further, he states that he do not know that at that time the Workman was in judicial custody. The witness was up suggestion that Workman was in judicial custody from 24.3.2014 to 8.12.2014 and he was acquitted from the criminal charge. It is also asked that after acquittal he made a representation dated 1.7.2015 to the Respondent to set aside the termination order dated 12.6.2015. To that suggestion the witness agreed. Further witness states Workman is not entitled for reinstatement into service. Respondent has also documentary evidence filed the copy of Form No.5 dated 22.11.2014, Ex.M1 and annexure to Standard Form No.5 is also filed wherein in the Article of charge is mentioned regarding unauthorized absence of Workman from duty. Further the Standard Form No.7 dated 22.11.2014 is filed i.e., the order regarding appointment of Sri N.S. SrinivasaRao, SSE/P.Way/SW/E.E. The document dated 23.11.2014, Ex.M2 is a correspondence of office of the Assistant Divisional Engineer wherein it is mentioned that the SSE/P.Way/NZD is requested to advice the concerned employees the Workman ex. employee as well as witness to appear before enquiry in time and arrange to relieve them on 4.12.2014 to attend the enquiry without fail. The document Ex.M2 dated 23.11.2014 has also been filed to direct the delinquent to appear before enquiry on 16.12.2014. The document Ex.M3 dated 18.12.2014 is also a notice sent to Workman Sri Siya Ram Meena in a DAR enquiry and therein it is mentioned that it is third and final summon notice. The delinquent was directed to appear before the enquiry on 6.1.2015 at ADEN/E.E office at 10.00hrs without fail. The paper Ex.M3 is the photocopy of the postal receipt which reflects that the notice was sent by registered post to Workman Sri Siya Ram Meena at his given address, Jaipur on 20.12.2014. Another document Ex.M4 dated 3.6.2015, pertains to sending DAR enquiry finding to Workman for giving his representation by 18.6.2015. It was sent at the given address of Workman on 8.6.2015 by registered post of which a receipt Ex.M4(2) is available on record. Ex.M4(3) is ex-parte enquiry report against the Workman Sri Siya Ram Meena which was sent to Workman by post. The document Ex.M5 is Memorandum dated 12.6.2015 by which the authority has passed the impugned removal order of the Workman from services w.e.f. 12.6.2015. The document Ex.M6(1) is the remarks about the conduct of Workman by ADEN/E.E and further the document at Ex.M6(2) is a remark approving Inquiry Report. Ex.M6(3) is the postal receipt dated 18.6.2015, by which order was sent to the addressee Workman Sri Siya Ram Meena. The document dated

25.2.2015 is the report Ex.M7 by Sr. Section Engineer(P.Way), SC Railways, Nuzvid sent to the ADEN/E.E, Wherein it is mentioned that the Workman Sri Siya Ram Meena, Track Maintainer-IV was sanctioned leave, reiterating the fact of unauthorized absence of Workman, and further it is mentioned that employee reported and wanted to resume for duty on 16.2.2015 but he was directed to MS/E.E on 16.2.2015 for fitness. But the Railway Doctor mentioned in the out patient ticket that the employee did not bring PMC hence, DFC could not be given. Afterwards the employee submitted that he was indulged in criminal case during his leave period and he was detained in custody. It is also mentioned in the document Ex.M7 that employee as well as SHO of PS concerned did not inform the detention of Workman in the custody to the office within the time or till date. Hence, the employee was issued SF-5 on dated 22.11.2014 vide ADEN/E.E memo No.SCR/P-E,E/433/W3/SRM/DAR, dated 22.11.2014 due to his unauthorized absence from 24.3.2014 to 10.11.2014 i.e., 232 days. But he did not attend the DAR enquiry so far. The document Ex.M8 is copy of appeal which has been filed by the Workman against the penalty of removal from service. From the perusal of the aforesaid documents it clearly reflected that the enquiry against the Workman was conducted by providing sufficient opportunity to the Workman employee.

12. Counsel for the Workman contended that when the notice in the DAR along with the Article of charge was issued on 22.11.2014, the Workman delinquent was in judicial custody and he was not in a position to attend/appear before the Enquiry Officer and the enquiry was conducted in his absence as ex-parte. It is not disputed that on 22.11.2014 when the notice with Article of Charge was issued against the Workman in inquiry, the Workman employee was in judicial custody. The Workman witness, WW1 deposed that he was detained in judicial custody from 24.3.2014 to 8.12.2014 and he got acquittal vide judgement dated 12.1.2015. The fact of detention in judicial custody was not intimated by the Workman to Respondent employer either through his family members or advocate or by other means. Witness WW1 in cross examination states that, "Though I have informed my parents to communicate my absence to the Department but my parents failed to communicate it." The explanation furnished by Workman witness for non-intimation about his involvement and detention in criminal case is not acceptable in the present scenario because as per OM No.30/59/54-Ests.(A) dated 25.2.1955, it was the duty of the Workman to communicate the fact of his arrest and detention to Department without any delay, but he did not do it. As WW1 states that he told his parents to communicate Department regarding his detention in judicial custody, then it was incumbent upon the Workman to examine his parents in evidence to fortify his averment. But the Workman did not dare to examine them for the reasons best known to him. The parents of the Workman would have been best evidence to explain the fact that either Workman told them to communicate the fact of his detention to the Department and if so, why they did not communicate to the Department. Therefore, the contention regarding explanation of the Workman for non-intimation of fact of his detention in criminal case is not acceptable. As he did not produce the best evidence i.e., his parents, therefore the presumption is raised against him in this regard.

13. The another contention of the Workman is that the enquiry was conducted ex-parte while he was in judicial custody and he could not receive the notice in that enquiry and could not put his defence. Admittedly, the Workman did not inform the fact of his involvement and detention in judicial custody. In inquiry notices were issued at the given address of employee which was available in the official record. As the Workman did not inform about his detention and was absent from duty without intimation and permission, in such circumstances the Respondent since not knowing the whereabouts of the Workman, therefore they have no option except to issue notices in the DAR at the residential address of the Workman as recorded in the official record. It is not the case of the Workman that the notices sent in the enquiry were not sent at his correct address. When the Workman or his family members did not respond to that notices, and notice returned with endorsement, the Respondent has no option except to proceed with the enquiry in the absence of Workman and to pass the order accordingly.

14. In *Chairman-cum-M.D., Coal India Ltd., &Ors. Vs. AnantaSaha&Ors.* in Civil Appeal No.2958 of 2011, the Apex Court held,

"22. Similarly, we find no force in the submission made by the delinquent that he did not participate in the disciplinary proceedings and did not make any comment on receiving the inquiry report along with the second show cause notice as the notices had not been served upon him in accordance with law. The second show cause notice and the copy of the inquiry report had been sent to him under registered post. Therefore, there is a presumption in law, particularly, under Section 27 of the General Clauses Act, 1897 and Section 114 Illustration (f) of the Evidence Act, 1872 that the addressee has received the materials sent by post (vide: *Greater Mohali Area Development Authority &Ors. Vs. Manju Jain &Ors.*, AIR 2010 SC 3817). 23. In the instant case, proceedings were held ex-parte against the delinquent as he failed to appear inspite of notice and such a course of the inquiry officer was justified (See: *State of U.P. v. Sanroj Kumar Sinha*, AIR 2010 SC 3131). There is no averment by the delinquent that he did not receive the said notice and the copy of the inquiry report." Therefore, in view of the Law cited above, the

contention of the Workman that he was not provided hearing opportunity and order was passed ex-parte has no force and not acceptable.

15. The Learned Counsel for the Workman has cited the law, *Krushnakant B. Parmar Vs. Union of India* and another, JT 2012 (2) SC wherein the Apex Court held, “the unauthorized absence of the employee—whether such absence amounts to lack of devotion of duty and is an unbecoming behaviour of a Government servant as alleged. Held this question can be decided only after finding if the absence is willful or because of compelling circumstances. If the reason is compelling circumstances beyond control of the employee under which it was not possible to report or perform duty, employee is not guilty of failure of devotion to duty. Unauthorized absence from duty – whether always amounts to misconduct. Disciplinary enquiry is required to prove that the absence is willful. In absence of such finding, the absence will not amount to misconduct.”

16. In view of the above cited Law, the counsel for Workman submitted that the Workman’s absence from duty was under compelling circumstances since he was detained in judicial custody and it cannot be said a willful absence from duty.

17. In the present case the Workman was absent from duty due to his detention in judicial custody from 24.3.2014 to 8.12.2014 and on his acquittal from criminal case on 12.1.2015, he moved the representation to the Respondent to join the duty on 16.2.2015. WW1 states that he remained in judicial custody from 24.3.2014 to 8.12.2014. There is no iota of explanation by Workman that between 8.12.2014 to 16.2.2015 why he did not move representation to join the duty and why he did not intimate to Respondent. Thus, from 8.12.2014 to 16.2.2015 he did not join the duty without any reason and Workman maintained silence about his absence during the said period. Therefore, it manifest from the conduct of Workman that he wanted to conceal the facts of his detention from Respondent. Thus his absence from duty cannot be said under compelling circumstances and his absence from duty in said period cannot be bonafide, his conduct reflects willful absence from duty particularly from 8.12.2014 to 16.2.2015. As Workman willfully concealed the information about his involvement and detention in criminal case and remained unauthorizedly absent from the duty without intimation to Respondent during the period from 24.3.2014 to 8.12.2014 when he was in judicial custody, and even from 8.12.2014 to 16.2.2015 when he was not in detention as stated by WW1. Therefore, Workman’s contention that his absence from duty was not willful is not acceptable.

18. Admittedly, the Workman was appointed as a Track Maintainer-IV, and as per submission of the Respondent the post of Track Maintainer is coming under the essential safety category in railway for smooth functioning of running of trains and public safety. In the absence of the employee in safety category, the safe functioning of the railway administration will be badly affected. Therefore, the post of Track maintainer under the Railways comes under the essential services and the delinquent Workman remained absent without prior information or permission from duty. As discussed in the foregoing paragraphs, the enquiry against Workman for his misconduct found to be just and fair.

19. The Learned Counsel for the Workman advanced the arguments that although he was detained in criminal case No.213/2014 State of Rajasthan Vs. Siya Ram Meena and others but vide order dated 12.1.2015 he has been acquitted from the criminal charge. On this very ground he is liable to be reinstated in the employment.

20. In *South Central Railway Officers Association vs. Union of India* 2009 SCC page 24 Apex Court held, “Acquittal in criminal case by itself cannot be a ground for interfering with the order of punishment imposed by the Disciplinary Authority.”

21. In *Moni Shankar Vs. Union of India* 2008 SCC page 484, the Hon’ble Apex Court held, “The departmental proceeding is a quasi-judicial one. Although the provisions of the Evidence Act are not applicable in the said proceeding, principles of natural justice are required to be complied with. The courts exercising power of judicial review are entitled to consider as to whether while inferring commission of misconduct on the part of a delinquent officer relevant piece of evidence has been taken into consideration and irrelevant facts have been excluded there from. The Tribunal was, thus, entitled to arrive at its own conclusion on the premise that the evidence adduced by the Department, even if it is taken on its face value to be correct in its entirety, meet the requirements of burden of proof, namely, preponderance of probability.” Therefore, in view of the law laid down by Apex Court the contention of the Workman, that he has been acquitted from the criminal case, and he is entitled for reinstatement, is not acceptable. Merely on this ground that he has acquitted from criminal charge he cannot claim reinstatement because his acquittal in criminal case was for want of evidence and not on merit. Moreover, the principle burden of proof in enquiry require preponderance of probability to prove misconduct whereas in criminal case charge has to be proved beyond reasonable doubt. Hence, submission of Workman in this regard is not acceptable.

22. The Workman counsel contended that Respondent failed to follow the procedure laid down by law while passing major penalty of his removal from service. They also failed to issue final show cause notice before imposing the penalty of removal from service.

23. From the perusal of the record, it reveals that the document Ex.M4 dated 3.6.2015 is the document of DAR enquiry finding which was sent to delinquent Sri Siya Ram Meena by ADEN/E.E & DA through registered post wherein it is mentioned that copy of finding is hereby handed over to you for giving your representation by 18.6.2015, if not it will be deemed that you have nothing to say further. The said DAR finding was sent by registered post vide Ex.M4(2) dated 6.6.2015, as the registered post receipt is available on record. From the aforesaid document it goes to show that before passing the order of the major penalty of removal from service of delinquent employee, the DAR enquiry finding was sent to him and the opportunity was given to the delinquent for furnishing his representation by 18.6.2015. It is also note-worthy that the said DAR enquiry finding was sent on 6.6.2015 when the Workman was not in any judicial custody and he was having the sufficient opportunity to move the representation before the authority, but, he did not avail that opportunity. Therefore, his contention that he was not provided any opportunity before inflicting the major penalty is not acceptable.

24. In State of Uttar Pradesh Vs. Omprakash Gupta SC 1970 page 679 the Apex Court held, "In an enquiry against delinquent employee fair procedure should be followed i.e., (i) opportunity to the concerned officer to deny his guilt and establish his innocence which means he must be told what the charges against him are and the allegations on which such charges are based; (ii) he must be given reasonable opportunity to cross-examine the witnesses produced against him and examine himself or other witnesses on his behalf and (iii) he must be given opportunity to show cause that the proposed punishment would not be proper punishment to inflict which means that the tentative determination of the competent authority to inflict one of the three punishments must be communicated to him.

25. Thus, from the perusal of the record, it goes to show that the copy of charge sheet was sent to the Workman employee by registered post to deny his guilt and establish his innocence and he was told what charges against him and allegation on which such charges are based and during enquiry proceeding the notices were sent thrice to him and he was provided sufficient number of opportunity to cross examine the witness, but despite having knowledge of pending enquiry against him he did not appear either himself or through representation to avail the opportunity to cross examine. Thereafter, show cause notice was issued and sent to his address on 3.6.2015 for the proposed punishment but he did not respond to the show cause notice too and finally after providing the sufficient opportunity Respondent inflicted the punishment on Workman of his removal from service by order dated 12.6.2015 as determined by the authority after adopting just and fair procedure. Hence, the action taken by the Respondent in terminating the services of Workman/applicant is legal, proper and according to provision of law.

26. Workman also challenged his removal order dated 12.6.2015 on the ground that there are two removal orders of same date. In one removal order dated 12.6.2015, the date of removal of the Workman from the service is mentioned w.e.f. 9.1.2015, whereas in another removal order dated 12.6.2015, the date of removal is mentioned w.e.f. 12.6.2015. The Workman contended that on this very ground his removal order is not valid. In this regard the Respondent witness, MW1 states that first one order was by typographical error and the revised memorandum was issued and the same was served on the Workman and the same was acknowledged by the Workman. The first one was not served on the Workman. Further, witness said that except the date of removal, the letter number, letter date, contents was one and same. Mistake so happened in the memo was purely typographical mistake. The Workman cannot take advantage of the typographical mistake. The witness MW1 was also cross examined on this aspect and he deposed that, it is true that the impugned termination order was issued twice, but due to some typographical error, the order was issued twice. Thus, the Respondent witness has reasonably explained in this regard, I find no force in the contention of Workman. Moreover, the Respondent has filed the removal order dated 12.6.2015 wherein it is mentioned that Workman employee's services were terminated w.e.f. 12.6.2015 and that has been acknowledged by Workman Sri Siyaram Meena on the same day i.e., 12.6.2015. Workman could not produce any such document which has been served upon him acknowledged by him, in which his services were removed w.e.f. 9.1.2015. Therefore, the contention of the Workman in this regard is not tenable.

27. Therefore, in view of the above discussion, from the perusal of oral and documentary evidence adduced by both parties, it is clear that the workman was absent from duty without any permission or information from 24.3.2014 to 16.2.2015 and fair procedure was adopted in the enquiry conducted against him. In the discussion of fore going paragraphs it is concluded that the enquiry against the delinquent workman was conducted after affording sufficient opportunity of hearing to him and there was no violation of principles of natural justice in conducting the enquiry. Therefore, consequently the action taken by the Respondent in terminating the services of the workman found to be legal and proper.

Therefore, Point Nos. I & II are answered accordingly.

28. Point Nos. III&IV :Both these point Nos. III & IV are related, as such dealt together. Admittedly, the Workman was appointed as a Track Maintainer-IV, and as per submission of the Respondent the post of Track Maintainer is coming under the essential safety category in railway for smooth functioning of running of trains

and public safety. In the absence of the employee in safety category, the safe functioning of the railway administration will be badly affected. Therefore, the post of Track maintainer under the Railways comes under the essential services and the delinquent Workman remained absent without prior information or permission from duty. As discussed in the foregoing paragraphs, the enquiry against Workman for his misconduct found to be just and fair.

29. On the other hand, Respondent counsel would submit that the application of the Workman is without merit and be dismissed.

30. In the Regional Manager, U.P.S.R.T.C., Vs. HotiLal & Anr., Civil Appeal No. 5984 of 2000 decided on 11.2.2003, the Apex Court held, "Court or Tribunal while dealing with the quantum of punishment has to record reasons as to why it is felt that the punishment does not commensurate with the proved charges. As has been highlighted in several cases to which reference has been made above, the scope for interference is very limited and restricted to exceptional cases in the indicated circumstances." In Muriadih Colliery Vs. Bihar Colliery Kamgar Union (2005) 3 SCC page 331, the Hon'ble Apex Court held, "It is well established principle in Law, that in a given circumstances it is open for the Industrial Tribunal acting u/s 11A of the ID Act, 1947 to interfere with the punishment awarded with domestic inquiry for good and valid reasons. If the Tribunal decide to interfere with such punishment awarded in domestic enquiry it should bear in mind the principle of proportionality between the gravity of the offence and stringency of the punishment."

31. Since the enquiry conducted against the Workman is found to be just and proper as discussed in the foregone paragraphs of the judgement, in view of the law laid down by the Apex Court, the Tribunal has power to look into whether punishment inflicted upon the employee i.e., removal from service is commensurate of his misconduct or whether punishment inflicted upon a Workman is disproportionate.

32. As per the report of DAR, the misconduct committed by the Workman was that he remained absent from duty unauthorizedly from 24.3.2014 to 8.12.2014 about 8 ½ months. The Respondent nowhere averred that due to the absence of the Workman major loss has been occurred to the Department. Whereas the Workman counsel contended that he is the sole bread earner of his family and he bears the his responsibilities of maintaining of his old aged parents and younger brothers. His removal from the service may cause hardship not only to him but also to the dependent members of his family. The Respondent did not cite any instance of misconduct by workman in the past or inflictment of any kind of punishment upon except the present one. Although the Workman was absent from duty due to his detention in the judicial custody but after being acquitted from the criminal case he did not inform his the Department and did not move representation for joining duty immediately. He is also guilty of violation of Government O.M i.e., G.I., M.H.A., OM No.30/59/54-Estt.(A) dated 25.2.1955 which reads:- "It shall be the duty of a Government servant who may be arrested for any reasons to intimate the fact of his arrest and the circumstances connected therewith to his official superior promptly even though he might have subsequently been released on bail. On receipt of the information from the person concerned or from any other source, the departmental authorities should decide whether the fact and circumstances leading to the arrest of the person call for his suspension. Failure on the part of any Government servant to so inform his official superiors will be regarded as suppression of material information and will render him liable to disciplinary action on this ground alone, apart from the action that may be called for on the outcome of the Police case against him."

33. In the present case the Workman has been posted as Track Maintainer-IV and he may not have been aware of or remember the aforesaid OM regarding intimation of his arrest to employer immediately.

34. Therefore, keeping in view the aforesaid circumstances, I hold that punishment inflicted upon the Workman of his removal from service does not seems to be commensurate with the proved charge and it is disproportionate to the lone misconduct. Thus, on considering the circumstances of the matter, the only conclusion is that, the punishment imposed on Workman for the lone incident amounting to misconduct is disproportionate and harsh. More so, when the criminal case against the Workman is ended in acquittal, the imposed punishment resulted not only in huge financial loss, but also resulted in mental agony to him. Hence, it is felt proper to interfere and modify it to a lesser punishment in exercise of powers conferred u/s 11A of the Industrial Disputes Act, 1947.

35. As regarding back wages Hon'ble Apex Court in Pepsu Road Transport Corporation Vs. Rawel Singh in Civil Appeal No.1664 of 2008 dated on 29.2.2008, have held, "The question then remains with regard to consequential benefits and payment of back wages. Once we hold, and we have already held, that the enquiry could not be said to be contrary to law or in violation of principles of natural justice and fair play, it was the duty of the Respondent –workman to cooperate with such enquiry and participate in disciplinary proceedings. The workman failed to do so. In the circumstances, in our opinion, Corporation should not be asked to pay back wages to the workman. Had the Respondent remained present at the enquiry proceedings, as appropriate order could have been passed by Enquiry Officer after considering his case and after hearing him. There was thus default and failure on the part of the workman himself which resulted in the situation which has arisen."

36. Similarly, the workman in this case despite being granted sufficient number of opportunities of hearing in the enquiry, he did not avail of and enquiry of misconduct was decided against him. He failed to avail the opportunity of appearing before the enquiry and moving his representation of defence. Therefore, in view of the circumstances and law cited above, the Workman is not entitled for any back wages.

Thus, Point Nos. III & IV are answered accordingly.

ORDER

The application of the Workman u/s 2A(2) of the Industrial Disputes Act, 1947 be and same is answered in favour of workman. In view of the finding rendered in preceding paragraphs, it is held that imposition of punishment of his removal from service for a lone allegation and in absence of proof that he had been guilty of misconduct in the past is illegal and liable to be set aside. The punishment imposed is thus modified and Respondent is directed to notionally reinstate him in service from the date of his removal. However, he will not be entitled for any back wages for the said period. Further, on notional reinstatement, two annual increments shall be stopped with cumulative effect.

Send copy of award to Government of India for publication u/s 17 of Industrial Disputes Act, 1947.

Award is passed accordingly. Transmit.

Dictated to Smt. P. PhaniGowri, Personal Assistant transcribed by her corrected by me on this the 11th day of November, 2022.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the
Workman

WW1: Sri Siya Ram Meena

Witnesses examined for the
Respondent

MW1: Sri G. Ramesh Babu

Documents marked for the Workman

Ex.W1: Copy of letter dated 25.2.2015 from SSE, SC Railways Nuzvid

Ex.W2: Copy of Memorandum dated 12.6.2015

Ex.W3: Copy of another Memorandum dated 12.6.2015

Ex.W4: Copy of appeal of WW1 dt. 1.7.2015

Ex.W5: Copy of order in CC No. 213/2014 dt. 12.1.2015

Ex.W6: Copy of appeal by WW1 to ALC(C) dt. 28.7.2015

Documents marked for the Respondent

Ex.M1: Copy of Standard Form No. 5, charge sheet

Ex.M2: Copy of letter of intimation reg. DAR inquiry

Ex.M3: Copy of letter of intimation reg. inquiry to WW1

Ex.M4: Copy of letter forwarding DAR inquiry report to WW1

Ex.M5: Copy of removal order dated 12.6.2015

Ex.M6: Copy of DAR case of workman (enquiry proceeding)

Ex.M7: Copy of Ir. to ADEN/E.E by SSE. (P.Way) dt. 25.2.2015

Ex.M8: Copy of appeal by WW1 to SAR.DEN/BZA Dt. 1.7.2015

Ex.M9: Copy of Lr. from SR.DEN to ADEN/E/E dt. 29/20.7.2015

Ex.M10: Copy of order in criminal case No. 213/2014 dated 12.1.2015

नई दिल्ली, 28 दिसम्बर, 2022

का. आ. 1442.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.ई.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक

विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ सं. 113/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12.11.2022 को प्राप्त हुआ था।

[सं. एल-22012/71/97-आई. आर. (सी.एम.-II)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 28th December, 2022

S.O. 1442.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 113/98) of the Central Government Industrial Tribunal-cum-Labour Court JABALPUR as shown in the Annexure, in the industrial dispute between the Management of S.E.C.L. and their workmen, received by the Central Government on 12/11/2022.

[No. L-22012/71/97-IR (CM-II)]

RAJENDER SINGH, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM -LABOUR COURT, JABALPUR

No. CGIT/LC/R/113/98

Present: P. K. Srivastava, H.J.S..(Retd)

Shri N. L. Pandey
General Secretary
MPKMS(HMS)
PO south JKD Colliery,
District Surguja

...Workman

Versus

The Chief General Manager
SECL Hasdeo Area,
P.O. South Jhagarakhand Colliery,
District Surguja(M.P.)

... Management

AWARD

(Passed on 13-9-2022)

As per letter dated 11-6-1998 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No.L-22012/71/97/IR(CM-II).The dispute under reference relates to:

“Whether the action of the management of SECL, Hasdeo Area in not regularising the services of Shri Ram Sanehi S/o Puran Ex-Tub repairing mazdoor as per arbitration award given by ShriBhave, Arbitrator dated 30-8-90 is justified?If not, what relief the workman concerned is entitled to?” .”

1. After registering the case on the basis of reference, notices were sent to the parties. Both the parties have filed their respective statement of claim/defense.

2. The case of the workman is mainly that he was working as a Tub Repairing Mazdoor in Malga Colliery of Hasdeo Area. All the Tub Repairing workers were engaged through the so called contractors at HasdeoArea were departmentalized as per ShriH.G.Bhave Award. The applicant workman was denied regularization by Management of Hasdeo Area ignoring all the facts presented by him. He filed Misc. petition before Hon'ble High Court of M.P.,Jabalpur M.P.No.614/92 which was finally disposed vide order dated 23-3-1992 with the following direction:-

“We may say on the arguments advanced on behalf of the petitioner that it is not possible for us to make any directions which may have the effect of modifying the directions that were given in the Award(Annexure R-4). If anything favourable to the petitioner is therein mentioned, it will be open to the petitioner to rely on those directions before the Regional Labour Commissioner at the time of hearing his claim vis-à-vis any objection that will be raised before the respondent No.3”

3. The applicant filed an application before the Regional Labour Commissioner with a copy of the order of Hon'ble High Court. He took up the dispute for conciliation and the Management submitted its reply before him. Thereafter, he sent a failure report to the Central Government which made the present reference to the Tribunal for adjudication.

4. The case of the management is mainly that the Award of Arbitrator Shri H.G. Bhave has been fully complied with by the management. A Committee of Shri S.K. Mishra, the then Deputy General manager Hasdeo Area with Vinod Kumar, Senior Executive Engineer, Malda Colony was constituted for verification of the real applicants. The General Secretary of the Union submitted the list of 173 persons, one of which was the applicant Ram Sanahi. One person claiming to be Ramsanahi appeared before the verification committee on 27-7-1991. He claimed that he was engaged by contractor Bhagwandas. The contractor Bhagwandas appeared before the Committee and told the committee that the person claiming himself to be Ram Sanahi is not a genuine person. He was never engaged by him nor did he work at Malga. The contractor deposed that Ram Sanahi had worked for 15 days and he had left the job thereafter. But the person claiming himself to be Ram Sanahi before the Verification Committee was not that Ram Sanahi who worked at magla Colliery. The General Secretary of the Union was also present during the process of verification. The real Ram Sanahi never appeared before the Verification Committee. The Management further pleaded that it was not aware of documents filed by the applicant before the Regional labour Commissioner, hence not in a position to comment on those documents. Accordingly the Management has prayed that the reference be answered against the applicant.

5. Both the parties have filed oral and documentary evidence in this case, to be discussed as and when required. I have heard arguments of learned Counsel Mr. R.C. Shrivastav for applicant and Shri A.K. Shashi, learned Counsel for the management and have gone through the record.

6. On perusal of record in the light of rival arguments, it comes out that Hon. High Court of M.P. had directed the Regional Labour Commissioner to decide the claim of the applicant workman and the counter claims in the light of the aforesaid award. The relevant portion of the order of Hon. High Court has been reproduced earlier. Also it comes out from evidence on record that the workman appeared and filed his claim /representation along with documents. The management also filed its response to the representation but to the misfortune of the applicant the Regional Labour commissioner who was required and mandated by Hon. High Court to decide the claim of the applicant workman made a reference to the Central Government regarding failure of conciliation instead of deciding the claim of the applicant workman in the light of the directions of Hon'ble High Court. Thus the Labour Commissioner totally misread the order of Hon'ble High Court and misdirected the order of Hon. High Court and misdirected himself in sending a failure of conciliation report to the Central Government. Another mistake was committed on the part of the Central Government to make a reference to this Tribunal in ignorance of order of Hon'ble High Court of M.P. referred to above. The mistake was on the part of the Bar and the Bench to proceed with the case for last 24 years. This mistake requires to be corrected and in the light of these observations, the following directions are issued to the Regional Labour Commissioner, Jabalpur:-

1. "The Regional Labour commissioner will decide the claim of applicant workman Ram Sanahi in the light of directions of Hon'ble High Court mentioned earlier in this Award after giving the applicant and the Management an opportunity of hearing preferably within 60 days from the date of receipt of the Award by his office.

2. The applicant shall file a fresh representation asserting his claim alongwith all evidence and copy of this Award before the Regional Labour Commissioner, Central, Jabalpur.

3. If the Regional Labour commissioner agrees with the claim of the applicant, he shall be entitled to all the in service and post retiral benefits deeming him to be in continuous employment of Management from the date of order of Hon'ble High Court passed in the aforesaid Misc. Petition.

4. No order as to costs.

8. ON the basis of the directions mentioned above, the Reference stands answered accordingly.

9. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

P. K. SRIVASTAVA, Presiding Officer

DATE : 13-9-2022

नई दिल्ली, 28 दिसम्बर, 2022

का. आ. 1443.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, कानपुर के पंचाट (संदर्भ सं. 01/2020) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30.11.2022 को प्राप्त हुआ था।

[सं. एल. 22011/46/2019-आई.आर. (सी.एम.-II)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 28th December, 2022

S. O. 1443.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 01/2020) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure, in the industrial dispute between the Management of Food Corporation of India and their workmen, received by the Central Government on 30.11.2022.

[No. L-22011/46/2019 – IR (CM-II)]

RAJENDER SINGH, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

PRESENT: SOMA SHEKHAR JENA, HJS (Retd.)

I.D. No. 01/2020

Ref. No. L-22011/46/2019 (IR(CM-II))

dated:13.01.2020

BETWEEN

Shri Binod Bhagat, Labour Mate FCI/FSD,
Gonda & President of the FCI,
Mazdoor Union Gonda, UP,
Region C/o D.P.S. Chauhan Adv.,
B-16, L Park Maha Nagar
Extension, Lucknow- 226006

AND

1. The General Manager,
FCI, Regional Office,
Vibhutikhand, Gomti Nagar,
Lucknow- 226010
2. The Area Manager,
FCI, District Office,
Gonda (UP) -271001

AWARD

This award is delivered with reference to the Industrial Dispute referred to this Tribunal in notification no. L-22011/46/2019 (IR(CM-II)) dated 13/01/2020 issued by the Government of India Ministry of Labour & Employment as stated in the Schedule.

SCHEDULE

1. “Whether the action of the management of FCI, FSD, Gonda to terminate 676 workers are illegal and violation of section 25(F) of Industrial Dispute Act, 1947 or not?”

2. Whether the applicant along with 676 workers (500 workers mentioned in Annexure 'A' and 176 workers mentioned in Annexure 'B') are entitled to regularize? If, so to what relief the concerned workers is entitled to?"

Applicant Binod Bhagat (hereinafter stated in short as the claimant) claiming to be a former labour mate of FCI Food Storage depot Gonda has submitted the statement of claim dated 19/02/2020 with averments which is concisely stated as below:

Food Corporation of India was established by Act of the Parliament known as Food Corporation of India Act, 1965. Food Corporation of India (hereinafter stated in short as the FCI) is an industry. It is averred that in the year 1996 the claimant and 675 were initially engaged in FCI Food Storage Depot (hereinafter stated in short as the FSD) Gonda as contract labour. It is stated that Food Storage Depot had never obtained labour licence for engaging sufficient number of workers as contract labour. Initially the FCI was allowed to engage 40, 60 and 150 number of labourers but then FCI engaged 456 workers. It is submitted that in reality the FCI was engaging 456 workers in the FSD, Gonda from 10/06/1996. It is stated that from 01/06/1998 to 30/06/1998 the FCI Gonda authorities had withheld the salary of the workers. It is averred that subsequently FCI had issued valid identity cards to the said 456 number of workers engaged in FCI FSD Gonda.

It is stated by the claimant that on 12/01/1999 the Asst. Labour Commissioner (Central), Lucknow in course of inspection of the FSD, Gonda had reported that 434 workers were on duty and total number of workers working in the FSD from 10/06/1996 was 456. It is averred by the claimant that subsequently the workload of FSD, Gonda increased and 676 contract labourers were engaged. On 04/12/1999 the then District Manager FCI, Gonda was directed to ensure that only genuine labourers who had earlier worked in the Depot were to be engaged. As per the list annex-2 in the WRIT Petition 3783 of 1999 Ram Nath Singh was awarded the contract of day to day handling and transport contract on day to day basis for compliance of the direction that of the Hon'ble Allahabad High Court issued on dates 01/10/2002 and 01/11/2002. It is stated that subsequently on 23/05/2005 a bipartite settlement was entered into by the FCI with representative of the workman namely Sadhu Chauhan in which it was agreed that the petitioners of WRIT Petition No. 3783 of 1999 and WRIT Petition No. 4170 of 1999 shall be engaged under no work no pay system. The Depot Manager, Gonda had issued a letter dated 24/05/2005 acknowledging the joining of the workmen. Against the said settlement dated 23/05/2005 a petition was preferred before the Hon'ble Supreme Court which was dismissed as devoid of merit. It is averred that the no work no pay continued till 2010 when the central Government issued a notification dated 23/04/2010 prohibiting engagement of contract labourers in the process of loading, unloading, distaking, sweeping and cleaning in the FSD. The claimants and other workmen were illegally retrenched on 18/05/2010 employed under no work no pay system. It is averred that the workload in FSD, Gonda was in existence for which order dated 09/06/2010 was issued to manage the workload with the surplus workmen employed under direct payment system from other Depot. It is specifically pleaded that by one fax message dated 27/07/2011 issued by the Area Manager, he had informed the D.G.M. Legal, FCI North Zone that only labourers under direct payment system were working. It is stated that 245 workers were recruited by the FCI against the recommendation made by one Mehrotra Committee. It is averred by the claimant that the work done by the claimant and other 675 workers was perennial in nature. There existed employer-employee relationship between the FCI and the claimant and the other 675 contract workmen. Stating as above the claimants have prayed for regularization of their services and for a direction for payment of back wages and arrears.

Against the statement of claim submitted by the claimant written statement was filed by the O.P. with averments which are summarized as stated below:

Prior to the notification dated 23/04/2010 the entire handling work in the FSD, Gonda was performed by contract labourers appointed by the contractors depending upon operational requirements. There was no legal obligation upon the O.P.s to absorb contract labour into their employment. It is further submitted that one circular was issued by the FCI New Delhi that those contract labourers who had worked for three years preceding 23/04/2010 after verification of the their fitness may be engaged on no work no pay system. It is pleaded on behalf of the O.P.s that the so called settlement dated 23/05/2005 was not a legally valid settlement and K.M. Dubey was not vested with authority to enter into settlement on behalf of the FCI. It is specifically averred that neither claimant Binod Bhagat nor other 675 claimants had ever worked in the Depot FSD and after prohibition of contract labour system w.e.f. 23/04/2010 no right accrued in favour of the claimants for engagement on no work no pay system by the F.C.I. It is specifically pleaded that after issuance of the notification dated 23/04/2010 abolishing contract labour 222 labourers who had worked for three years preceding the issuance of notification dated 23/04/2010 have been regularized under no work no pay system at FSD, Gonda. As

the nature of work of the FSD cannot be stopped in view of the general interest of the public the labourers on direct payment system at FSD, Barabanki were transferred to conduct the daily operation at FSD, Gonda during the period intervening 23/04/2010 and induction of labourers on no work no pay system.

It is averred by the O.P. side that there was no employer-employee relationship between the FCI and the claimants and the claimants were engaged by the contractors who supervised their work and controlled them. It is further stated that issuance of Identity Cards was done in collusion with the claimants. The officer issuing the Identity Cards had not been conferred authority to issue identity cards or to enter into agreements. Stating as above the O.P.s have submitted for rejection of the claims of the claimants.

In the rejoinder the claimant has reiterated substance of his averments made in the statement of claim.

The points for determination to be answered for proper adjudication of this Industrial Disputes are as follows:

1. Whether the 676 persons who were the petitioners in this proceeding were actually engaged as contract labour in the FCI Depot, Gonda in lawful manner.
2. Whether the claimants petitioners are legally entitled to be absorbed in the FSD, Gonda of F.C.I.

Point No. 1. It has been submitted on behalf of claimant Binod Bhagat that the claimants petitioners numbering 676 were issued identity cards for their engagement in the FCI Food Storage Depot, Gonda by the depot officer on 10/06/1996. In support of such claim claimant Binod Bhagat has referred to the list submitted by him from page no. 8 to 96. It is further submitted by claimant Binod Bhagat that contractor Shiv Pujan Singh had paid wages last time to 456 petitioners of the WRIT Petition No. 3783 of 1999 and 4170 of 1999 for the period from 01/06/1998 up to 30/06/1998 duly verified by the depot officers of the food storage depot Gonda. Claimant Binod Bhagat has referred to payment sheet in respect 456 workers as stated in the papers page no. 148 to 206. It is submitted by Binod Bhagat claiming to be authorized representative of the other claimants numbering 675 that contractor Ranjan Kumar Singh was appointed as handling and transport contractors for two years from 01/04/1996 up to 31/03/1998. A clarification on behalf of the Binod Bhagat is submitted stating that Ranjan Kumar Singh had obtained labour licence for engaging 60 persons but in reality work was being taken from 456 workers. It is vehemently submitted on behalf Binod Bhagat and the other claimant that the contract effected between FCI Food Storage Depot, Gonda and the contractors Ranjan Kumar Singh was a mere camouflage and there was master servant relationship between FCI, Gonda and the present claimant petitioners. It is vehemently submitted on behalf of the claimants petitioners that on 04/12/1999 the then District Manager FCI Gonda had issued a fax message to the General Manager FCI, Lucknow stating that the petitioners of WRIT Petition No. 3783 of 1999 were genuine workers and were allowed to be engaged in the work of FCI, Gonda. In support of the stand of the claimants petitioners the investigation report dated 31/01/2000 submitted by a committee consisting of three Class I officers of the F.C.I. to the Regional Office at Lucknow has been relied. It is stated that the FCI authority and the contractor were in connivance and they cheated the labourers by not paying their wages from July, 1998 to August, 1999. The claimants petitioners have relied on the bipartite settlement dated 23/05/2005 between the General Manager FCI, Lucknow and the petitioners namely Devendra Kumar and others. Though such claims have been made by the claimants petitioners as stated above Binod Bhagat while under cross-examination has deposed before this Tribunal that he has not filed any documents showing engagement of 676 labourers petitioners in the FCI, Gonda and that he is unable to point out particular documents showing engagement of the claimants petitioners namely 676 and payment of wages this witness Binod Bhagat had admitted before this Tribunal that he did not know as to who had procured the documents with page no.s 149 onwards up to 158. To further cross-examination Binod Bhagat (witness) has admitted that he was not aware in 2005 no work no pay system was in vogue in FCI, Gonda. As per his deposition he is not sure as to who was the custodian of the papers with paging 229 up to 258 and who had obtained the papers 229 up to 258 containing the list of the workers filed by him. The above deposition made by witness Binod Bhagat claiming to be a leading representative of the claimants petitioners rather weakens the claim of the petitioners that they were actually engaged as workers in FCI, Gonda in lawful manner as contract labourers. It is highly doubtful that in the depot for which licence to engage 60 workers was issued 676 workers exceeding 10 times of the number of permitted workers would be legally engaged in the FCI Depot Gonda. From the deposition of Binod Bhagat as discussed above it is otherwise clear that the documents of doubtful origin and questionable source have been filed by the claimants petitioners and with the aforesaid documents of doubtful authenticity it cannot be concluded that the claimants

petitioners were actually working in FCI Depot Gonda up to the time period 23/04/2010 i.e. the date on which the notification for abolition contract labour was issued or till 17/05/2010. Once the claimants fail to establish that they were genuine workers working in the Food Storage Depot of FCI, Gonda the stand that contract was camouflage can hardly bolster their claim for absorption for regularization. At this point it appears pertinent to state that on behalf of O.P. FCI it has been vehemently submitted that the depot officer was not vested with authority to vouch identity card in respect of the workers. It is submitted that the depot officer was not vested with authority to enter into settlement on behalf of the FCI. The aforesaid stand of the FCI has not been negated by the claimants petitioners with cogent evidence. In such scenario it can be otherwise concluded that the so called settlement dated 24/05/2005 can hardly be accepted as any lawful settlement.

Before this Tribunal it has been contended on behalf of the claimant petitioners that the bipartite settlement dated 23/05/2005 was effected for the purpose of compliance of the order dated 01/10/2002 and 01/11/2002 of the Hon'ble Allahabad High Court, Lucknow Bench. It is submitted that by order dated 15/12/2008 the bipartite settlement dated 23/05/2005 was confirmed by the Hon'ble Supreme Court. It is further contended that an affidavit was filed by the then Area Manager FCI Shri Suresh Mishra in Special Appeal No. 14 of 2009 stating that the 676 workers who were petitioners in WRIT Petition No. 3786 of 1999 and in WRIT Petition No. 4170 of 1999 were genuine workers and their EPF were duly deposited by day to day contractor Shri Ram Nath Singh in FCI EPF account no. 6150 in SBI, Gonda for the month of May, 2005 to 30/07/2005. It is further submitted that the Regional Labour Commissioner Central, Lucknow has cancelled the licence of M/s Vaibhav. At this point it appears pertinent to state that the claimant petitioners have not mentioned any reason with regard to cancellation of the licence issued to M/s Vaibhav by Regional Labour Commissioner Central, Lucknow. Attention of this Tribunal was drawn to internal communication of FCI that the Area Manager, FCI, Gonda in letter dated 22/11/2011 issued by the Deputy General Manager Legal of Zonal Office FCI, Noida to the Executive Directors Head Quarters, FCI New Delhi against fake recruitment of 245 workers instead of the petitioners of the WRIT Petition No. 3783 of 1999 and WRIT Petition No. 4170 of 1999. The Deputy General Manager Legal (North) might have written a letter dated 22/11/2011 in which he had mentioned the recruitment of 245 workers was against the judgment and against the recommendations made by the Mehrotra Committee but the same cannot be read as strong evidence in support of the claimant and 675 other claimants that they were genuine workers. At this point it appears pertinent to state that the internal communication within the official circle of the FCI cannot be read as substantive evidence for establishing the claims of the claimants that they were actually working in the FCI Food Storage Depot, Gonda as contract labour. Merely because the CMD of FCI had exonerated Shri S.P. Panigrahi from the charges levelled against him it cannot be concluded that the claimants were genuine workers. Answer to point no.1 goes against the claimant.

Point No. 2. The phraseology no work no pay prima facie indicates that the engagement of the labourers on work no pay was to meet temporary requirement of work. From the discussions in the forgoing paragraph it has been concluded that the claimants have failed to prove that they were the genuine workers working as contract labour in the FSD, Gonda. At this point for the sake of clarity it can be stated here that contract labour has never been completely prohibited under any legal provision. Though the claimants claim that they were doing the work in the FSD, Gonda which was perennial in nature such claim of the claimants is found to be highly doubtful. It cannot be brushed aside that later after disengagement of the contract labourers 222 workers were engaged in FSD, Gonda. It is pleaded by the O.P. that only those workers who were found to have worked for three years preceding to issuance of the notification dated 23/04/2010 were allowed to work. The term no work no pay prima facie speaks that the job was never perennial in nature. The events of 2005 or of 2010 at FSD Gonda cannot be logically relegated to the current times. Actual capacity of the FSD Gonda and actual necessity of labour force have not been proved to the satisfaction of this Tribunal by any side with strong evidence. There appears no occasion to pierce the veil and to hold that the engagement of contract labour as claimed by the claimants was act of camouflage. Since the claimants as per their claims were engaged on no work no pay system they are not legally entitled to be absorbed in permanent vacancies with reinstatement with payment of back wages. It is doubtful the claimant who is not office bearer of any registered Trade Union can legally raise the industrial dispute of the instant case. In such scenario it can be logically concluded that the claim of the claimants for absorption of 676 labourers in the FCI is unsustainable in eye of law and negative award is passed against the claimant.

Since the claimants side and the O.P. side have relied on prevaricating stand and incoherent materials during course of hearing they are left to bear their respective costs.

SOMA SHEKHAR JENA, Presiding Officer

नई दिल्ली, 28 दिसम्बर, 2022

का. आ. 1444.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, कानपुर के पंचाट (संदर्भ सं. 29/2020) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15.11.2022 को प्राप्त हुआ था।

[सं. एल-22012/2/2020-आई. आर. (सी.एम.-II)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 28th December, 2022

S. O. 1444.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 29/2020) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur shown in the Annexure, in the industrial dispute between the Management of Food Corporation of India and their workmen, received by the Central Government on 15/11/2022.

[No. L-22011/2/2020 –IR (CM-II)]

RAJENDER SINGH, Under Secy.

ANNEXURE

BEFORE SHRI SOMA SHEKHAR JENA, PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

PRESENT : SOMA SHEKHAR JENA, HJS (Retd.)

I.D. No. 29 of 2020

No. L-22011/2/2020-IR(CM-II) dated 31.07.2020

BETWEEN

Shri Putti Lal S/o Late Golalodh,
Shri Manish Pal, Advocate, 82/23-C,
Gurugovind Singh Marg,
Lucknow-226004

AND

1. The General Manager (U.P),
Food Corporation of India,
Regional Office, TC/3V,
VibhutiKhand, Gomti Nagar,
Lucknow-226010
2. The Executive Director,
Food Corporation of India,
Zonal Office (North), A-2A,
2B, Sector-24 Gautum Budh Nagar,
Noida(U.P)-221301

AWARD

This award arises in respect of the reference mentioned in the schedule stated below as received from the Government of India, Ministry of Labour in letter no. L-22011/2/2020-IR(CM-II) dated 31.07.2020

SCHEDULE

1. 'Whether the claim arises due to denial of weekly off payment to the casual labour Shri Putti Lal by the management of FCI, Lucknow in mid of the employment i.e. w.e.f January, 2014 is justified in the eye of law or not?'
2. If yes, what relief the concerned workman is entitled to?

The averments made by claimant workman are concisely stated as here-in-after:- Individual workman Putti Lal stating to be ex-casual labourer of food storage depot, Talkatora of food Corporation of India claims that from 1976 he was working as casual labourer under O.P No. 3 (Area Manager now known as Divisional Manager, Food Corporation of India) upto 31.12.2019. In the year 1989 O.P NO.3 terminated the service of the claimant applicant without giving any notice. Earlier he had raised Industrial Dispute registered as ID case no. 17/1987 before the CGIT-cum-Labour Court, Kanpur. When the said dispute was subjudice on 01.12.1989 settlement was arrived at between BhartiyaKhadyaMazdoorSangh and F.C.I management with following terms of settlement:-

1. that the workman will be engaged on the same status which He/She was having at the time of disengagement.
2. Intervening period (between date of disengagement re-engagement) will be regularized for the purpose of terminal benefits but no wages shall be paid for this period.

In accordance with aforesaid settlement the applicant after joining was paid wages but the wages were less than the amount stated in the notification issued by state government and centre government. It is stated by the applicant that for the period from Jan 2014 without any notice O.P No.3 deducted payment of wages for weekly off day and paid holidays. It is stated by applicant that the aforesaid stoppage of payment for weekly off days and paid holidays amounted to gross deviation from the settlement dated 01.12.1989. Applicant has prayed for direction to FCI management to release the wages for weekly off days as stated in calculation sheet.

At initial stage on behalf of O.P FCI serious objection was raised with regard to maintainability of this Industrial dispute not raised by registered union. Heard the parties. On behalf of applicant case law pronounced by Hon`ble Allahabad High Court in C.M.W.P No. 3842 of 1977 February 25, 1992 between The ELGIN MILLS CO. LTD. and LABOUR COURT II and others. In the aforesaid case law it has been held by the Hon`ble Allahabad High Court in the following words:-

“when a matter is being decided by this Court on an award which was given 16 years ago in favour of a workman and further on a petition which has been pending since long, substantial justice will be done by the High Court and an employer will not be permitted to defeat the rights of a workman, who has an award in his favour on a technicality.”

The aforesaid observation does appear to have been rendered with reference to special circumstances of the said case. It may be correct that one settlement dated 01.12.1989 as found in annexure I might have been arrived at with the terms and conditions stated there in but it is doubtful if one ex-casual workman can raise the instant industrial industrial dispute. While disposing of WRIT C NO. 33348 of 2016 it has been observed by Hon`ble Allahabad High Court in order dated 22.08.2021:-

“Once the Act recognised for representation of workman through representatives/members of executive committee/office bearers of trade unions or federation, registered trade union or federation, no question arised for giving sanctity to unregistered trade union which is being formed by group of workmen, which is against the statutory provisions of the Act.”

In view of the aforesaid observations of the Hon`ble Allahabad High Court this reference is treated as not maintainable before this Tribunal as not having been raised by any registered trade union or any representative of the registered trade union or federation. At this point of the proceeding it cannot be concluded that the claims raised by the claimant are out and out frivolous.

The reference stands disposed of.

Parties are left to bear respective costs.

Date: 04.11.2022

SOMA SHEKHAR JENA, Presiding Officer

नई दिल्ली, 28 दिसम्बर, 2022

का. आ. 1445.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार केरला ग्रामीण बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एर्नाकुलम के पंचाट के संदर्भ सं. (40/2015) को प्रकाशित करती है ।

[सं. एल-12012/59/2015-आई. आर. (बी.-I)]

ए. के. यादव, अवर सचिव

New Delhi, the 28th December, 2022

S. O. 1445.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 40/2015) of the Cent.Govt. Indus. Tribunal-cum-Labour Court Ernakulamas shown in the Annexure, in the industrial dispute between the management of Kerala Gramin Bank and their workmen.

[No. L-12011/59/2015 –IR (B-I)]

A. K. YADAV, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL –CUM- LABOUR COURT, ERNAKULAM

Present : Shri. V .Vijaya Kumar, B. Sc. LLM, Presiding Officer.

(Thursday the 21st day of April 2022, 1 Vaisakha 1944)

ID No. 40/2015

Workman/Union : The General Secretary
All Kerala Gramin Bank
Employees Union
V. S. Bhakther Memorial
V. K. Complex, Fort Road
Kannur – 670001

By Adv.C.Anilkumar

Management: The Chairman
Kerala Gramin Bank
P. B. No.10, Head Office
Kerala Gramin Bank Towers
A. K. Road, Uphill
Malappuram – 676505

By Adv.Ashok B. Shenoy

This case coming up for final hearing on 11.11.2021 and this Industrial Tribunal-cum-Labour Court on 21.04.2022 passed the following:

AWARD

1. In exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (Act 14 of 1947) the Government of India, Ministry of Labour by its order No. L-12011/59/2015-IR(B-I) dated 16.09.2015 referred the following dispute for adjudication by this Tribunal.
2. The dispute referred is;
“Whether the unilateral action of the Kerala Gramin Bank, denying special allowance to Single Window Operator “B” is justified ? If not, what relief the workman/union is entitled for ? ”
3. The Union filed claim statement. According to the Union, the Management Bank is formed by amalgamating North Malabar Gramin Bank and South Malabar Garmin Bank. Various Bipartite Settlements governing the award staff of the banking industry is applicable to the Management. The 9th Bipartite Settlement was adopted by and was made applicable to the Management Bank in 2010. As per the 9th Bipartite Settlement, clause 11(II) in part A(a) of Schedule II to the Bipartite Settlement, 27 special pay posts were integrated into one post called Single Window Operator-B (SWO-B) with special pay as mentioned in part B of Schedule II w.e.f. 01.05.2010. Single Window Operator-B post is vested with various duties and cash transactions and the post includes computer operator, data entry operator, head clerk, stenographer, telephone operator etc. This special pay as per the 9th Bipartite Settlement for Single Window Operator-B was extended to the clerical staff of North Malabar Gramin Bank. The work available in the administrative offices of the Management Bank were covered by the

posts shown in part A(a) of Schedule II were receiving special pay. Consequent on 9th Bipartite Settlement, they were re-designed as Single Window Operator-B w.e.f. 01.05.2010. While so, the Management issued a Circular No. 49/2013 dt.10.12.2013 depriving the 16 clerical staff working in administrative offices, the benefits of sub clause (ii) read with sub clause (iii) of clause 11 of the 9th Bipartite Settlement. By the above Circular, the Management issued certain guidelines taking away the benefits of special pay given to the Single Window Operator-B for staff working in the administrative offices of the Management Bank. Circular No. 49/2013 is issued against the terms of 9th Bipartite Settlement. The Management did not enforce the circular immediately. After an year, the Management enforced the provisions in the circular retrospectively. By issuing and implementing Circular No. 49/2013, the Management had changed the service conditions of the 16 staff in clerical cadre working in the administrative offices of the Management Bank. The change was effected in total violation of Sec 9A of ID Act. The Management did not follow the mandatory procedure prescribed U/s 9A of the Industrial Disputes Act. The loss due to the enforcement of Circular No. 49/2013 is about Rs. 1230/- per month. This loss get increased from time to time in accordance with the change in the DA. The erstwhile 16 clerical staff drawing special allowance prior to 9th Bipartite Settlement as shown in Schedule II A(a) working in administrative offices of the Management Bank are entitled to get special pay attached to Single Window Operator-B as the work they are doing in the administrative office attracted special pay even prior to the 9th Bipartite Settlement.

4. The Management filed counter denying the above allegations. The dispute raised by the Union is not an industrial dispute under Industrial Disputes Act, 1947, as the trade union which raised the industrial dispute has not substantial membership of workmen employed in the Management Bank. Therefore the Union cannot raise the industrial dispute or espouse it as an industrial dispute. This is particularly so since the trade union having substantial membership of workmen in the Management Bank which is entitled to espouse a cause as an industrial dispute has not raised the subject dispute. The Union had not shown its authority and right to represent the workmen of the Management Bank or to espouse and raise an industrial dispute. It is incorrect to say that as per provisions in 9th Bipartite Settlement, 27 special pay posts were integrated into one post called Single Window Operator-B w.e.f. 01.05.2010. As per the Bipartite Settlement, special pay is only a special allowance paid to workmen employed either in the clerical or subordinate cadre for regular performance of certain special functions in addition to their general duties in the clerical or subordinate cadre. The special functions enumerated are categorized as posts. Special pay is a functional allowance payable only to particular workman performing particular functions. The special pay is available only so long as they performed such particular functions as part of their normal and regular duties. No employee is having a permanent right to claim it forever. The 9th Bipartite Settlement nullified the jobs mentioned in Part A(a) of Schedule II of Bipartite Settlement to be attracting special pay which is attracted until then. There is no integration of 27 alleged posts into Single Window Operator-B. The claim of the Union that special pay of Single Window Operator-B was extended to the clerical staff of North Malabar Gramin Bank is not correct. Further the claim of the Union that the work available in the administrative office of the Management Bank was covered by posts shown in part A(a) of Schedule II of the 9th Bipartite Settlement and were receiving special pay is also not correct. The duties of clerical workmen employed in administrative office of the Regional Rural Banks including Management Bank who are designated as Office Assistant, do not involve performance of any of the duties attracting special pay as specified in Part A(a) of Schedule II of 9th Bipartite Settlement and therefore such clerical workmen in administrative office are not entitled to or have not received any special pay without performance of such duties attracting special pay. The clerical workman employed in administrative office of the Management Bank being workmen not performing any of the duties or jobs attracting special pay either that of Single Window Operator-B or any other jobs, they are not governed by sub clause (ii) of Clause 11 of 9th Bipartite Settlement and not re-designated therein. Therefore they are not entitled to any special pay or merger of Rs. 1000/- with basic pay. Circular no 49/2013 dt.10.12.2013 is issued by the Management in terms of and in tune with the provisions contained in the Bipartite settlement including 9th Bipartite settlement. It is not correct to say that the Management enforced the above said circular retrospectively. The Management has not in any way changed the conditions of service of the 16 clerical workmen attracting the provisions of Sec 9A of the Industrial Disputes Act or warranting issue of notice thereunder. The 16 clerical workmen referred to by the

Union are not entitled to special pay of Single Window Operator-B, as their works do not attract performance of any of the jobs or duties attracting special pay of Single Window Operator-B nor did attract performance of any of the jobs or duties attracting any special pay, earlier.

5. The Union filed rejoinder denying the claims of the Management in the written statement. The Union which raised the industrial dispute is having membership of substantial members of workmen under the Management. All India Bank Employees Association is the association which represent more than 85% of bank employees in India. All Kerala Gramin Bank Employees Union is affiliated to All India Bank Employees Association. Hence the Union has the competence to raise an industrial dispute. As per Para 11(ii) of the memorandum of settlement dt. 27.04.2010, it is agreed that w.e.f. 01.05.2010 posts attracting special pay in clerical cadre as mentioned in Part A(a) of Schedule II of that agreement stand modified and members of clerical staff performing the said duties shall be treated as those assigned with the duties of Single Window Operator-B. The workmen who are affected by Circular No. 49/2013 dt.10.12.2013 are doing the work covered in Part A(a) of Schedule II and were getting special allowance earlier. By virtue of Para 11(ii) of the memorandum of settlement dt. 27.04.2010, the clerical staff who are doing 27 different types of work were treated as those assigned with duties of Single Window Operator-B and special allowance applicable to Single Window Operator-B was uniformly applied to all 27 categories of work covered under Part A(a) of Schedule II. Pursuant to memorandum of settlement dt.27.04.2010 all the clerical staff including those working in the Head Office of North Malabar Gramin Bank was receiving special pay as provided in Part B to Schedule III of the settlement. Kerala Gramin Bank is a Regional Rural Bank formed on 08.07.2013 under Sub Sec 1 of Sec 3 of RRB Act, 1976. The Bank was formed by amalgamating two RRBs of Kerala, namely South Malabar Gramin Bank and North Malabar Gramin Bank by protecting the wages and allowances prevailing in the Banks. The special pay of Single Window Operator-B was extended to the clerks working in the administrative office till the amalgamation and after the amalgamation, the same allowance was extended to clerks in administration offices upto 30.11.2014. After amalgamation of the Banks, the Management took a stand that those workmen in administrative office are not entitled for special pay and Circular no.49/2013 was issued without hearing the affected parties. The Circular was implemented in December 2014 retrospectively. Consequent to implementation of Circular no.49/2013, the clerical staff working in administrative office are losing about 1084/- per month. The special pay for Single Window Operator-B is a part of salary which is paid by debiting establishment head. By reducing salary once paid to a section of clerks in a Bank on the ground that they are working in administrative office is an act of denial of justice and discrimination to 16 clerks. As the special pay is reckoned for determining gratuity and other terminal benefits, the loss sustained by the workmen in the long run would be much higher. The Management deprived the benefits of sub clause of v(a) of Para 11 of 9th Bipartite Settlement to 16 clerical workers who are working in the administrative office of the Management by issuing and implementing Circular no.49/2013. The Management has changed the service conditions of 16 clerical staff working in the administrative office of the Management. Further denial of special pay to 16 clerical staff is in violation of Bipartite Settlement dt.27.04.2010. The clerical staff working in the administrative office of the Management Bank are entitled to get special pay as provided in Part B to Schedule III of the Bipartite settlement dt.27.04.2010.
6. After completion of pleadings, the Union examined WW1 and marked Exbts. W1 to W6. The Management examined MW1.
7. The issues to be decided in this dispute are ;
 - a. Whether the industrial dispute is maintainable ?
 - b. Whether the denial of special allowance to Single Window Operator-B is justified ?
 - c. Relief and cost ?

8. **Issue no.1**

The learned Counsel for the Management took a contention that the Union which raised this dispute is a trade union having no substantial membership of workmen employed in the Management Bank and therefore they cannot raise an industrial dispute or espouse it as an industrial dispute. According to him, the trade union having substantial membership of workmen employed in the Management Bank representing the workmen has not raised such an industrial dispute and therefore the present industrial

dispute is not legal or tenable and therefore the industrial dispute is not maintainable. According to the learned Counsel for the Union, All Kerala Gamin Bank Employees Union is affiliated to All India Bank Employees Association which represent more than 85% of the Bank employees in India, and negotiated and signed settlement of wages as well as service conditions of the Bank employees in the Banking sector with Indian Bank Association through Bipartite Settlement. According to him, the Union is therefore competent to raise an industrial dispute and participate in the conciliation proceedings. According to the learned Counsel for the Management, the Management Bank is having an employment strength in the clerical and subordinate cadre of around 1500 employees and the present Union is only having a membership of 143 members which cannot in any way be classified as a substantial membership for raising an industrial dispute.

9. There is nothing in the Industrial Disputes Act requiring that the dispute or difference should be raised by all workmen of the industry or even by a majority of them. It is enough, if the contrary is between the employer on one side and the workmen on the other side. If the controversy affects or will affect the interest of the workmen as a class, the law envisages that in the interest of the industrial peace it should be examined and decided in any one of the modes provided by it. No hard and fast rule can be laid down in such circumstances to decide when and by how many workmen, an industrial dispute can be raised within the meaning of the Act or whether a minority Union or even unrecognized Union can raise an industrial dispute. The learned Counsel for the Union relied on the decisions of the Hon'ble Supreme Court in **Indian Oxygen Ltd Vs The workmen employed by M/s.Indian Oxygen Ltd**, 1979 KHC 603. The Hon'ble Supreme Court held that "It is enough if there is a potential cause of disharmony which is likely to endanger industrial peace, and a substantial number of workmen raise a dispute about it, for then, it is permissible to take the view that it is an industrial dispute within the meaning of clause 1 of Sec 2 of the U.P. Act and to refer it for adjudication to a Tribunal". In **The workmen of Dharampal Premchand Vs Dharampal Premchand**, 1965 1 LLJ 668 (SC) the Hon'ble Supreme Court held that a Union may validly raise a dispute though it may be a minority Union of the workmen in the establishment. The Hon'ble Supreme Court held that a dispute of 18 workmen could validly be espoused by the Union in which only those 18 workmen of the employer were members. The Division Bench of the Hon'ble High Court of Calcutta in **Reckitt and Coleman of India Ltd Vs 5th IT**, 1980 LAB IC 92 (RCIL)(DB) held that a dispute relating to the service conditions of 12 car drivers of a company employing about 1000 workers, was validly raised by a Union in which no other workman than the 12 drivers employed by the company were members. In the present case the Union is espousing the cause of 16 clerical staff working in the administrative office of the Management. In view of the law laid down by the Hon'ble Supreme Court as well as various High Courts, I am of the considered view that the industrial dispute is maintainable.

Hence the issue is decided in favour of the Union and against the Management.

10. Issue no.2

According to the learned Counsel for the Management, the reference is with regard to withdrawal of special allowance to Single Window Operator-B and it has got no reference to the clerical staff working in the administrative office of the Management Bank. According to the learned Counsel for the Union, the claim is confined to 16 clerical staff who were drawing special allowance prior to 9th Bipartite Settlement as shown in A(a) who were working in the administrative office of the Management Bank. According to him, all the 16 clerical staff working in the administrative office were getting the special pay attached to Single Window Operator-B and are entitled to continue to receive the special pay attached to Single Window Operator-B. It is true that there is a slight difference in the reference and the claim filed by the Union. The difference is with regard to the persons who are claiming the benefit of special pay. In this industrial dispute, according to the learned Counsel for the Union, the claim is confined to the 16 clerical staff who are entitled to continue to receive special pay attached to Single Window Operator-B. The inaccuracy of language employed in the order of reference does not always make any difference to the jurisdiction of the Tribunal with the reference and adjudicate a point. In **Agra Electric Supply Company Ltd Vs Workmen**, 1983 1 LLJ 304 SC the Hon'ble Supreme Court held that industrial jurisprudence is an alloy of law and social justice and one cannot be too pedantic in construing terms of reference respecting a dispute for industrial adjudication. The order of reference cannot be construed too technically or in a pedantic manner, but the same shall be interpreted fairly and reasonably. The Hon'ble Supreme Court of India in **Express News Papers Ltd Vs Workmen**, AIR 1963 SC 569 held that the Tribunals not only has the power, but a duty is cast on it to find out what was the real dispute which was referred to it and to decide and not throw it out on a mere technicality. In **Delhi Cloth and General**

Mills Company Ltd Vs Workmen, AIR 1967 SC 469 the Hon'ble Supreme Court held that “The Tribunal must, in any event, look to the pleadings of the parties to find out the exact nature of the dispute, because in most cases the order of reference is so cryptic that it is impossible to cull out therefrom the various points about which the parties were at variance leading to the trouble”. From the law as laid down by the Apex Court, it is clear that the order of reference along with the pleadings shall be looked into arrive at the correct dispute between the Management and the Unions.

11. According to the learned Counsel for the Union, as per 9th Bipartite Settlement, 27 special pay posts were merged and integrated into one post of Single Window Operator-B as mentioned in part B of Schedule II w.e.f. 01.05.2010. According to him, the clerical staff posted in the administrative office of the Management Bank were receiving special pay. The learned Counsel for the Management on the other hand pointed out that the claim that 27 special pay posts were integrated into one post Single Window Operator-B w.e.f. 01.05.2010 is not correct. However as per Para 11 .(iv) it is stated that “With effect from 01.05.2010 clerical staff who are drawing special pay for posts mentioned in Part A(a) in Schedule II to this settlement as on 30.04.2010 shall continue to discharge the special pay duties as hitherto and as provided in schedule 3 of Bipartite settlement dt. 02.06.2005. In addition, upon their re-designation as Single Window Operator-B w.e.f. 01.05.2010 as provided in clause 2 above, they shall be liable to discharge the duties of Single Window Operator-B”. As per clause B “With effect from 01.05.2010, posts attracting special pay in clerical cadre as mentioned in part A(a) of Schedule II to this agreement shall stand modified and members of clerical staff performing the said duties shall be treated as those assigned with the duties of Single Window Operator-B”. In schedule II to part A(a) 27 categories of posts are classified as Single Window Operator-B and in the foot note it is specifically mentioned that “With effect from w.e.f. 01.05.2010 all the above posts attracting special pay stand modified and re-designated as Single Window Operator-B”. Hence it is clear that the clerical staff who were doing 27 different types of work were treated as those assigned with duties of Single Window Operator-B and special allowance applicable to Single Window Operator-B was given to 27 categories of work covered by part A(a) of Schedule II.
12. The learned Counsel for the Union argued that all the 16 clerical staff working in administrative offices are also entitled for the special pay and they were also being paid the special pay. The learned Counsel for the Management denied the same and stated that the clerical staff working in the administrative offices are not entitled for special pay. On a perusal of the Exbt.W2 Circular dt.04.09.2010, it is indicated that “In administrative offices, the duties of special pay carrying posts shall be entrusted to the clerical staff based on the administrative exigencies to ensure effective functioning of all sections/portfolios being handled by the respective officers/departments. Such clerical staff as and when shifted/transferred to another branch shall be liable to perform the duties as applicable to Single Window Operator-B in addition to their normal duties in clerical cadre”. It is clear from the above that the clerical staff posts in the administrative offices were also entitled to the special pay attached to Single Window Operator-B. The Union also produced Exbt.W4 salary report of Smt.TharaBai M, Office Assistant working in Head Office, Kannur for the month of 11/2014 to show that the employee was being paid Single Window Operator-B allowance. The Union also produced the salary report of the same employee for the month of 12/2014 and 01/2015, Exbt. W5 and W6 to prove that the special pay was stopped w.e.f. 12/2014. According to the learned Counsel for the Union, the allowance was stopped in view of Exbt.W3 Circular no.49/2013 dt.10.12.2013 which in Para 6 clearly states that “Single Window Operator allowance is not admissible for staff members at administrative office/service branches”. According to the Counsel, though the Circular was issued on 10.12.2013, the special pay was withdrawn from 12/2014. The Management witness MW1 in his oral evidence also admitted that as per Exbt. W4, the Office Assistant in administrative offices were also being paid the special allowance available to a Single Window Operator-B. He further confirmed that as per Exbt.W5 and W6, the special allowance was not paid to the employees w.e.f. 12/2014. He further admitted during cross examination that this special allowance to the clerical staff working in administrative offices was withdrawn as per Exbt.W3 circular no.49/2013 dt.10.12.2013.
13. Hence it is clear from the above evidence that the Office Assistants working in administrative office of the Management Bank were being paid the special allowances of Single Window Operator-B till 11/2014 and the same was withdrawn vide Exbt. W3 Circular No. 49/2013 dt. 10.12.2013 from 12/2014.
14. The learned Counsel for the Union pointed out that there is a loss of more than 1000/- rupees per month for the employees in view of the withdrawal of the special allowance and will keep on increasing in the days to come. The Management witness MW1 also in his cross examination admitted that there will be loss on the side of the clerical staff working in administrative offices in view of the withdrawal of the special allowance. Hence the question is whether there is any violation of the provisions U/s 9A of the

Industrial Disputes Act. According to the learned Counsel for the Union, there is a clear violation in view of the fact that there is a change in service conditions as per Clause 3 of the 4th Schedule of the Industrial Disputes Act. In **Management of Indian Oil Ltd Vs Workmen**, 1975 2 LLJ 319 (SC) the Hon'ble Supreme Court considered whether the withdrawal of the compensatory allowance paid to its workmen on the basis of similar allowance introduced by the Central Govt for its employees, posted in the State of Assam, requires compliance U/s 9A of the Industrial Disputes Act when the same is withdrawn. The Hon'ble Supreme Court held that the compensatory allowance was an implied condition of service to attract the mandatory provisions of Sec 9A. In **Lakshmi Vilas Bank Employees Union Vs Lakshmi Vilas Bank Ltd**, the issue involved was withdrawing special allowance paid to the machine operators and punch operators at its Data Processing Center at the rate of Rs.152/- and Rs.87/- per month respectively. Consequent upon outsourcing the job, the Bank withdrew payment of the said special allowance and transferred the operators to other departments. The Hon'ble High Court of Madras held that it was mandatory for the Bank to give 21 days notice to the workmen concerned which duty it did not fulfill and hence the discontinuance of the special allowance was not correct and was therefore in violation of Sec 9A of the ID Act.

15. In the present case as already pointed out the clerical staff in administrative offices were being paid special allowance of Single Window Operator-B even after the Exbt.W1 Bipartite Settlement and the same was withdrawn vide Exbt.W3 Circular no.49/2013 dt.10.12.2013. It is also clearly established that there is monetary loss to the concerned employees due to the withdrawal of the allowance. Hence the withdrawal of the allowance comes within item no.3 of 4th Schedule and therefore the procedure contemplated U/s 9A of the ID Act is attracted. The Management has no case that they followed the procedure as per Sec 9A and therefore the denial of special pay to 16 Office Assistants working in administrative office is not legal and is in violation of Sec 9A of the ID Act.

16. **Issue no.3**

In view of the findings in issue no.1 and 2, the clerical staff working in administrative office of the Management Bank are entitled for the special pay and the Management is directed to restore the same to the Office Assistants working in the administrative office of the Management.

17. Hence an award is passed holding that the denial of special pay to 16 clerical staff working in administrative office of the Management Bank is not justified. They are entitled for special allowance being paid to the Single Window Operator-B.

The award will come into force one month after its publication in the official Gazette.

Dictated to the Personal Assistant, transcribed and passed by me on this the 21st day of April, 2022.

V. VIJAYA KUMAR, Presiding Officer

APPENDIX

Witness for the Workman:-

WW1 - Sri. Upendran P., dt. 09.12.2019

Witness for the Management:-

MW1 - Sri.Prabhakaran V. M., dt. 05.07.2021

Exhibits for the Workman:-

- W1 - Relevant portion of the Bipartite settlement dt. 27.04.2010 between IBA and Unions
- W2 - Copy of Circular No.40/2010 dt.04.09.2010 issued by the Management
- W3 - Copy of Circular No. 49/2013 dt. 10.12.2013 issued by the Management
- W4 - Copy of salary slip of Smt. TharaBai M for November 2014
- W5 - Copy of salary slip of Smt. TharaBai M for December 2014
- W6 - Copy of salary slip of Smt. TharaBai M for January 2015